

Exhibit A

Subject: FW: Allison-Smith (Martin Technical)- Ack. of Service, Complaint, Discovery
Date: Wednesday, March 15, 2023 at 2:03:30 PM Eastern Daylight Time
From: Steve LaBriola
To: Karen Prouty Conklin, Max Jones
Attachments: image001.png, image002.jpg, 2.13.23 Allison-Smith (Martin Technical) - 1st ROGs.pdf, 2.13.23 Allison-Smith (Martin Technical)- 1st RPDs.pdf, 2023.01.18 Allison-Smith (Martin) - FILED Summons & Complaint.pdf, Acknowledgement of Service & Stipulation.docx

From: Dory Rigney <DRigney@hlpwlaw.com>
Date: Monday, February 13, 2023 at 3:16 PM
To: "Stephen T. LaBriola" <slabriola@fellab.com>
Cc: Tamicka Dent <tdent@hlpwlaw.com>, Mariya Davis <mdavis@hlpwlaw.com>, "Antony L. Sanacory" <asanacory@hlpwlaw.com>
Subject: Allison-Smith (Martin Technical)- Ack. of Service, Complaint, Discovery

Mr. LaBriola,

Please see the attached draft of the Acknowledgement of Service and Stipulation to Extend Time to Answer, Complaint, and Discovery. If you are OK with the Acknowledgement of Service, we will file it with the Court. Additionally, are you available Thursday afternoon after 3 PM or Friday morning for a call about this case?

Thank you.

Dory Rigney
Associate



[Hudson Lambert Parrott Walker, LLC](#)

[3575 Piedmont Road](#)

[Suite 200](#)

[Atlanta, GA 30305](#)

t: [404-554-8169](tel:404-554-8169)

m: [404-512-2174](tel:404-512-2174)

e: DRigney@hlpwlaw.com

hlpwlaw.com



We have moved, please note our new suite number 200. Address remains the same.

reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

**SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA**

ID# 2023-0008396-CV
FILED IN OFFICE
CLERK OF SUPERIOR COURT
COBB COUNTY, GEORGIA
23100485
A. Gregory Poole - 52
JAN 18, 2023 05:10 PM



Connie Taylor, Clerk of Superior Court
Cobb County, Georgia

CIVIL ACTION NUMBER 23100485

\$214.00 COST PAID

Allison-Smith Company, LLC

PLAINTIFF

VS.

Martin Technical, Inc.

DEFENDANT

SUMMONS

TO: MARTIN TECHNICAL, INC.

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

**Antony Sanacory
Hudson Lambert Parrott Walker, LLC
Fifteen Piedmont Center, Suite ~~150~~ 200
3575 Piedmont Road, NE
Atlanta, Georgia 30305**

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 18th day of January, 2023.

Clerk of Superior Court



Connie Taylor, Clerk of Superior Court
Cobb County, Georgia

**IN THE SUPERIOR COURT OF COBB COUNTY
 STATE OF GEORGIA**

ALLISON-SMITH COMPANY, LLC)	
)	
Plaintiff,)	
)	CAFN:
v.)	
)	
MARTIN TECHNICAL, INC.)	
)	
Defendant.)	

COMPLAINT

COMES NOW, Allison-Smith Company, LLC (“Allison-Smith” or “Plaintiff”), through its undersigned counsel, and hereby files this Complaint against Martin Technical, Inc. (“Martin Technical” or “Defendant”), showing the Court as follows:

PARTIES, JURISDICTION, AND VENUE

1. Allison-Smith is a foreign limited liability company authorized to conduct business in Georgia. Its principal Georgia office is located at 1869 South Cobb Industrial Blvd, Smyrna, GA 30082.

2. Martin Technical is a foreign corporation with its principal office located at 8687 W 108th Ave, Westminster, CO, 80021. Martin Technical may be served with process through its registered agent, Michael Kessock, at 3745 Cherokee Street, #303, Kennesaw, GA 30144.

3. The Court has subject matter jurisdiction over the claims in this lawsuit.

4. Venue is proper in Cobb County.

5. This lawsuit seeks an equitable accounting of funds and relief for breach of contract.

FACTUAL BACKGROUND

6. Allison-Smith is an electrical contracting and engineering firm.
7. Martin Technical is a technology company that specializes in industrial safety efficiency solutions.
8. Allison-Smith provided labor, services, and materials to Martin Technical on various projects.
9. Allison-Smith then invoiced Martin Technical for the labor, services, and/or materials that it provided to Martin Technical.
10. Allison-Smith fully and satisfactorily provided all labor, services and/or materials ordered by Martin Technical on all projects.
11. To date, Martin Technical has failed and/or refused to pay Allison-Smith all amounts due. The unpaid project invoices total \$1,165,239.50. [A true and correct copy of all amounts owed for the projects is attached hereto as **Exhibit A.**]
12. Allison-Smith is therefore entitled to receive full and final payment of the invoiced amounts from Martin Technical.
13. Prior to filing suit, Allison-Smith made a demand for payment against Martin technical for the total amount of \$1,165,239.50. [A true and correct copy of Allison-Smith's request for payment is attached hereto as **Exhibit B.**]
14. At the time of filing the Complaint, the principal amount due to Allison-Smith for labor, services, an/or materials provided on the projects was \$1,165,239.50 plus interest and attorney's fees and costs. Interest continues to accrue.
15. All conditions precedent to this action have been fulfilled, satisfied, excused, or waived.

COUNT I – BREACH OF CONTRACT/STATEMENT ON ACCOUNT

16. Allison-Smith incorporates by reference all preceding paragraphs in the Complaint, as if fully restated herein.

17. Martin Technical agreed to pay Allison-Smith for all labor, services, and/or materials it purchased for the various projects.

18. Martin Technical breached its agreement with Allison-Smith by failing and/or refusing to pay Allison-Smith the full amount due and owing for the labor, services, and/or materials that Allison-Smith supplied to it.

19. As a direct or proximate result of Martin Technical's breach, Allison-Smith has incurred damages in an amount no less than \$1,165,239.50 plus interest and legal fees and costs.

20. Therefore, Allison-Smith is entitled to a judgment against Martin Technical for breach of contract, or in the alternative, account stated, in the principal amount of no less than \$1,165,239.50 plus interest and legal fees and costs.

**COUNT II: EQUITABLE ACCOUNTING OF
TRUST FUNDS AND BREACH OF TRUST**

21. Allison-Smith incorporates the preceding paragraphs of the Complaint as if fully restated herein.

22. Martin Technical agreed to receive labor, services and/or materials from Allison-Smith on various projects, which required Martin Technical to handle funds belonging to Allison-Smith.

23. Martin Technical received the payments in trust under the construction trust fund theory recognized by Georgia courts. *See, e.g., Bethlehem Steel Corp. v. Tidwell*, 66 B.R. 932 (M.D. Ga., 1986) ("The portion of the payments [to the general contractor] that does not exceed the amount owed to the materialman would be subject to the constructive trust fund doctrine if the

payments are made to the contractor during the period of time when the materialman either enjoys the right to file a lien on the owner's property.'').

24. Martin Technical was required to pay to Allison-Smith the construction funds that Martin Technical received in trust on account of Allison-Smith's work on the Project. Martin Technical has not explained what it did with such funds.

25. Allison-Smith is a beneficiary of this trust that arises by operation of Georgia law. Under the Georgia Trust Act, codified at O.C.G.A. § 53-1-1, *et seq.*, any party may request an accounting of trust funds.

26. Accordingly, Allison-Smith is entitled to an accounting of all funds for each project invoice at issue in this lawsuit, and damages for Martin Technical's breach of its obligations as trustee of construction funds.

COUNT III – ATTORNEYS' FEES AND COSTS

27. Allison-Smith incorporates by reference all proceeding paragraphs in the Complaint as if fully restated herein.

28. Under Georgia law, Allison-Smith is entitled to its attorney's fees.

29. Martin Technical has acted in bad faith, been stubbornly litigious, and has caused Allison-Smith unnecessary trouble and expense. Under the provisions of O.C.G.A. § 13-6-11, Allison-Smith is entitled to recover its reasonable attorneys' fees and costs.

30. Therefore, Allison-Smith is entitled to a judgment awarding it its reasonable attorney's fees and costs in this action.

WHEREFORE, Allison-Smith is entitled to a judgment against Defendants as follows:

- a. On Count I, judgment against Defendants for Breach of Contract/Account Stated in the amount of \$1,165,239.50 plus interest and legal fees and costs;
- b. On Count II, judgment against Defendants for Equitable Accounting of Trust Funds/Breach of Trust, in the amount of \$1,165,239.50;

- c. On Count III, awarding Allison-Smith its reasonable attorneys' fees and costs in the amount determined at trial; and
- d. Such other and further relief as the Court deems just and appropriate.

This 18th day of January, 2023.

HUDSON LAMBERT PARROTT WALKER, LLC

By: /s/ Antony L. Sanacory

Antony L. Sanacory
Georgia Bar No. 625195
Dorothea Ana Ille
Georgia Bar No. 282477

Fifteen Piedmont Center
3575 Piedmont Road, N.E., Suite 200
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Telephone: (404) 554-8194
Facsimile: (404) 554-8171
asanacory@hlpwlaw.com
dille@hlpwlaw.com

*Counsel for Plaintiff Allison-Smith Company,
LLC*

EXHIBIT A

Report Selections:

Customer Code: 30151

Salesperson: ALL

Minimum Balance: -99,999,999.99

Job Number: ALL

Project Manager: ALL

Minimum Days Overdue: 0

Customer Type: ALL

G/L Division: ALL

Cost group: ALL

Include Invoice-specific Notes: Yes

Allison-Smith Company LLC
Detail A/R Aged Open Items Report Sorted by Customer Alpha Code
For The Period Ending: 12/19/22

Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due						
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days		
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS														
Job: 81021981 / AF-1545 US 22														
115412	I	06/13/22	6	08/12/22	81021981	239,000.00	239,000.00		239,000.00					239,000.00
Job: 81021981 / AF-1545 US 22 Subtotals:						239,000.00		239,000.00						239,000.00
Job: 81022032 / SGM-550 Pharr Rd														
116838	I	10/06/22	6	12/05/22	81022032	3,400.00	3,400.00		3,400.00		3,400.00			
Job: 81022032 / SGM-550 Pharr Rd Subtotals:						3,400.00		3,400.00		3,400.00				
Job: 81022042 / IR-133 Peachtree St														
115742	I	07/13/22	6	09/11/22	81022042	5,320.00	5,320.00		5,320.00					5,320.00
Job: 81022042 / IR-133 Peachtree St Subtotals:						5,320.00		5,320.00					5,320.00	
Job: 81022048 / AF-360 Newark Pompton														
116839	I	10/06/22	6	12/05/22	81022048	1,500.00	1,500.00		1,500.00		1,500.00			
Job: 81022048 / AF-360 Newark Pompton Subtotals:						1,500.00		1,500.00		1,500.00				
Job: 81022082 / AF-9001 Spectrum Center														
116840	I	10/06/22	6	12/05/22	81022082	3,840.00	3,840.00		3,840.00		3,840.00			
Job: 81022082 / AF-9001 Spectrum Center Subtotals:						3,840.00		3,840.00		3,840.00				
Job: 81022090 / Site Visist-13560 Morris														
117101	I	10/27/22	6	12/26/22	81022090	500.00	500.00		500.00	500.00				
Job: 81022090 / Site Visist-13560 Morris Subtotals:						500.00		500.00	500.00					
Job: 81022122 / EI-1025 Virginia Ave														
116841	I	10/06/22	6	12/05/22	81022122	3,360.00	3,360.00		3,360.00		3,360.00			
Job: 81022122 / EI-1025 Virginia Ave Subtotals:						3,360.00		3,360.00		3,360.00				
Job: 81022125 / AF- 10 South Riverside														
116842	I	10/06/22	6	12/05/22	81022125	750.00	750.00		750.00		750.00			
Job: 81022125 / AF- 10 South Riverside Subtotals:						750.00		750.00		750.00				
Job: 81022126 / IR-11700 GREAT OAKS WAY														
116843	I	10/06/22	6	12/05/22	81022126	975.00	975.00		975.00		975.00			
Job: 81022126 / IR-11700 GREAT OAKS WAY Subtotals:						975.00		975.00		975.00				
Job: 81022127 / IR- 11475 Great Oaks Way														
115834	I	07/19/22	6	09/17/22	81022127	975.00	975.00		975.00					975.00
Job: 81022127 / IR- 11475 Great Oaks Way Subtotals:						975.00		975.00					975.00	
Job: 81022130 / IR- 100 Peachtree Street														
116101	I	08/12/22	6	10/11/22	81022130	2,925.00	2,925.00		2,925.00				2,925.00	
Job: 81022130 / IR- 100 Peachtree Street Subtotals:						2,925.00		2,925.00				2,925.00		
Job: 81022135 / AF- 100 Peachtree Street														

Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail AR Aged Open Items Report Sorted by Customer Alpha Code												
Transaction Type		Payment Terms		For The Period Ending: 12/19/22								
Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
115931	I 07/28/22	6 09/26/22	81022135	26,720.00	26,720.00		26,720.00				26,720.00	
Job: 81022135 / AF- 100 Peachtree Street Subtotals:					26,720.00		26,720.00				26,720.00	
Job: 81022142 / LPS- 100 & 200 N Point												
116844	I 10/06/22	6 12/05/22	81022142	4,500.00	4,500.00		4,500.00		4,500.00			
Job: 81022142 / LPS- 100 & 200 N Point Subtotals:					4,500.00		4,500.00		4,500.00			
Job: 81022165 / Emergency call- 133 Peach												
116845	I 10/06/22	6 12/05/22	81022165	1,320.00	1,320.00		1,320.00		1,320.00			
Job: 81022165 / Emergency call- 133 Peach Subtotals:					1,320.00		1,320.00		1,320.00			
Job: 81022166 / IR- 4111 Monarch Way												
116612	I 09/20/22	6 11/19/22	81022166	3,264.00	3,264.00		3,264.00		3,264.00			
Job: 81022166 / IR- 4111 Monarch Way Subtotals:					3,264.00		3,264.00		3,264.00			
Job: 81022167 / IR- 4211 Monarch Way												
116613	I 09/20/22	6 11/19/22	81022167	3,264.00	3,264.00		3,264.00		3,264.00			
Job: 81022167 / IR- 4211 Monarch Way Subtotals:					3,264.00		3,264.00		3,264.00			
Job: 81022168 / SGM- 4211 Monarch Way												
116236	I 08/22/22	6 10/21/22	81022168	7,000.00	7,000.00		7,000.00			7,000.00		
Job: 81022168 / SGM- 4211 Monarch Way Subtotals:					7,000.00		7,000.00			7,000.00		
Job: 81022177 / AF- ADDED LABELS												
117102	I 10/27/22	6 12/26/22	81022177	500.00	500.00		500.00	500.00				
Job: 81022177 / AF- ADDED LABELS Subtotals:					500.00		500.00	500.00				
Job: 81022183 / SGM- BRIDGE COMMERCIAL												
116238	I 08/22/22	6 10/21/22	81022183	3,200.00	3,200.00		3,200.00			3,200.00		
Job: 81022183 / SGM- BRIDGE COMMERCIAL Subtotals:					3,200.00		3,200.00			3,200.00		
Job: 81022188 / AF UPDATE- MAIL LABELS												
115835	I 07/19/22	6 09/17/22	81022188	2,500.00	2,500.00		2,500.00					2,500.00
Job: 81022188 / AF UPDATE- MAIL LABELS Subtotals:					2,500.00		2,500.00					2,500.00
Job: 81022206 / SGM- POPE & LAND												
115743	I 07/13/22	6 09/11/22	81022206	2,400.00	2,400.00		2,400.00					2,400.00
Job: 81022206 / SGM- POPE & LAND Subtotals:					2,400.00		2,400.00					2,400.00
Job: 81022207 / SGM- POPE & LAND												
115765	I 07/14/22	6 09/12/22	81022207	2,400.00	2,400.00		2,400.00					2,400.00
Job: 81022207 / SGM- POPE & LAND Subtotals:					2,400.00		2,400.00					2,400.00
Job: 81022212 / AF UPDATE-MAIL LABELS												
116239	I 08/22/22	6 10/21/22	81022212	1,500.00	1,500.00		1,500.00			1,500.00		
Job: 81022212 / AF UPDATE-MAIL LABELS Subtotals:					1,500.00		1,500.00			1,500.00		
Job: 81022217 / AF & COORDINATION STUDY												
117213	I 11/10/22	6 01/09/23	81022217	49,654.00	49,654.00		49,654.00	49,654.00				
Job: 81022217 / AF & COORDINATION STUDY Subtotals:					49,654.00		49,654.00	49,654.00				
Job: 81022220 / AF UPDATE MAIL LABEL STAR												
116240	I 08/22/22	6 10/21/22	81022220	500.00	500.00		500.00			500.00		

Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code												
Transaction Type		Payment Terms		For The Period Ending: 12/19/22								
Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022220 / AF UPDATE MAIL LABEL STAR Subtotals:					500.00		500.00			500.00		
Job: 81022221 / LPS REPAIRS TRANSWESTERN												
116847	I 10/06/22	6 12/05/22	81022221	750.00	750.00		750.00		750.00			
Job: 81022221 / LPS REPAIRS TRANSWESTERN Subtotals:					750.00		750.00		750.00			
Job: 81022223 / SCCR VENTAS												
116542	I 09/19/22	6 11/18/22	81022223	900.00	900.00		900.00			900.00		
Job: 81022223 / SCCR VENTAS Subtotals:					900.00		900.00			900.00		
Job: 81022224 / SCCR VENTAS BECKLEY												
116541	I 09/19/22	6 11/18/22	81022224	900.00	900.00		900.00			900.00		
Job: 81022224 / SCCR VENTAS BECKLEY Subtotals:					900.00		900.00			900.00		
Job: 81022225 / SCCR VENTAS HERSHLEY												
116540	I 09/19/22	6 11/18/22	81022225	900.00	900.00		900.00			900.00		
Job: 81022225 / SCCR VENTAS HERSHLEY Subtotals:					900.00		900.00			900.00		
Job: 81022229 / LPS REPAIRS CUSHMAN												
116848	I 10/06/22	6 12/05/22	81022229	1,250.00	1,250.00		1,250.00		1,250.00			
Job: 81022229 / LPS REPAIRS CUSHMAN Subtotals:					1,250.00		1,250.00		1,250.00			
Job: 81022246 / SERIES RATING STUDY												
116556	I 09/19/22	6 11/18/22	81022246	2,000.00	2,000.00		2,000.00			2,000.00		
Job: 81022246 / SERIES RATING STUDY Subtotals:					2,000.00		2,000.00			2,000.00		
Job: 81022263 / IR REPAIRS JLL TMOBILE												
117103	I 10/27/22	6 12/26/22	81022263	300.00	300.00		300.00	300.00				
Job: 81022263 / IR REPAIRS JLL TMOBILE Subtotals:					300.00		300.00	300.00				
Job: 81022265 / IR REPAIRS JLL TMOBILE												
116241	I 08/22/22	6 10/21/22	81022265	300.00	300.00		300.00			300.00		
Job: 81022265 / IR REPAIRS JLL TMOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022266 / IR REPAIRS JLL TMOBILE												
116242	I 08/22/22	6 10/21/22	81022266	300.00	300.00		300.00			300.00		
Job: 81022266 / IR REPAIRS JLL TMOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022267 / IR REPAIRS JLL TMOBILE												
116243	I 08/22/22	6 10/21/22	81022267	300.00	300.00		300.00			300.00		
Job: 81022267 / IR REPAIRS JLL TMOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022268 / IR REPAIRS JLL TMOBILE												
116244	I 08/22/22	6 10/21/22	81022268	300.00	300.00		300.00			300.00		
Job: 81022268 / IR REPAIRS JLL TMOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022269 / IR REPAIRS JLL TMOBILE												
116248	I 08/22/22	6 10/21/22	81022269	300.00	300.00		300.00			300.00		
Job: 81022269 / IR REPAIRS JLL TMOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022270 / IR TRANSWESTERN												
116557	I 09/19/22	6 11/18/22	81022270	2,925.00	2,925.00		2,925.00			2,925.00		
Job: 81022270 / IR TRANSWESTERN Subtotals:					2,925.00		2,925.00			2,925.00		

Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail AR Aged Open Items Report Sorted by Customer Alpha Code												
Transaction Type		Payment Terms		For The Period Ending: 12/19/22								
Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022272 / IR REPAIR TRANSWESTERN												
116249	I 08/22/22	6 10/21/22	81022272	2,925.00	2,925.00		2,925.00			2,925.00		
Job: 81022272 / IR REPAIR TRANSWESTERN Subtotals:					2,925.00		2,925.00			2,925.00		
Job: 81022273 / IR REPAIR TRANSWESTERN												
116250	I 08/22/22	6 10/21/22	81022273	2,925.00	2,925.00		2,925.00			2,925.00		
Job: 81022273 / IR REPAIR TRANSWESTERN Subtotals:					2,925.00		2,925.00			2,925.00		
Job: 81022278 / IR RESMED												
115836	I 07/19/22	6 09/17/22	81022278	975.00	975.00		975.00					975.00
Job: 81022278 / IR RESMED Subtotals:					975.00		975.00					975.00
Job: 81022279 / AF SHORENSTEIN												
116251	I 08/22/22	6 10/21/22	81022279	2,500.00	2,500.00		2,500.00			2,500.00		
Job: 81022279 / AF SHORENSTEIN Subtotals:					2,500.00		2,500.00			2,500.00		
Job: 81022281 / AF PRINT LABELS PRIOR												
116260	I 08/22/22	6 10/21/22	81022281	500.00	500.00		500.00			500.00		
Job: 81022281 / AF PRINT LABELS PRIOR Subtotals:					500.00		500.00			500.00		
Job: 81022282 / AF PRINT LABELS PRIOR												
116614	I 09/20/22	6 11/19/22	81022282	1,200.00	1,200.00		1,200.00		1,200.00			
Job: 81022282 / AF PRINT LABELS PRIOR Subtotals:					1,200.00		1,200.00		1,200.00			
Job: 81022291 / AF W/LABELING COUSINS												
115977	I 07/31/22	6 09/29/22	81022291	11,500.00	11,500.00		11,500.00				11,500.00	
Job: 81022291 / AF W/LABELING COUSINS Subtotals:					11,500.00		11,500.00				11,500.00	
Job: 81022292 / AF W/LABELING COUSINS												
115978	I 07/31/22	6 09/29/22	81022292	10,525.00	10,525.00		10,525.00				10,525.00	
Job: 81022292 / AF W/LABELING COUSINS Subtotals:					10,525.00		10,525.00				10,525.00	
Job: 81022295 / AF W/LABELING												
115837	I 07/19/22	6 09/17/22	81022295	10,000.00	10,000.00		10,000.00					10,000.00
Job: 81022295 / AF W/LABELING Subtotals:					10,000.00		10,000.00					10,000.00
Job: 81022296 / AF W/LABELING												
115838	I 07/19/22	6 09/17/22	81022296	10,000.00	10,000.00		10,000.00					10,000.00
Job: 81022296 / AF W/LABELING Subtotals:					10,000.00		10,000.00					10,000.00
Job: 81022301 / IR JLL T MOBILE												
116554	I 09/19/22	6 11/18/22	81022301	300.00	300.00		300.00			300.00		
Job: 81022301 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022302 / IR JLL T MOBILE												
116547	I 09/19/22	6 11/18/22	81022302	300.00	300.00		300.00			300.00		
Job: 81022302 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022303 / IR JLL T MOBILE												
116546	I 09/19/22	6 11/18/22	81022303	300.00	300.00		300.00			300.00		
Job: 81022303 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022304 / IR JLL T MOBILE												

Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail ARK Aged Open Items Report Sorted by Customer Alpha Code												
Transaction Type		Payment Terms		For The Period Ending: 12/19/22								
Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
116539	I 09/19/22	6	11/18/22	81022304	985.00	985.00		985.00				
Job: 81022304 / IR JLL T MOBILE Subtotals:						985.00		985.00				
Job: 81022305 / IR JLL T MOBILE												
116545	I 09/19/22	6	11/18/22	81022305	300.00	300.00		300.00				
Job: 81022305 / IR JLL T MOBILE Subtotals:						300.00		300.00				
Job: 81022306 / IR JLL T MOBILE												
116538	I 09/19/22	6	11/18/22	81022306	300.00	300.00		300.00				
Job: 81022306 / IR JLL T MOBILE Subtotals:						300.00		300.00				
Job: 81022307 / AF W/LABELING												
115839	I 07/19/22	6	09/17/22	81022307	10,000.00	10,000.00		10,000.00				10,000.00
Job: 81022307 / AF W/LABELING Subtotals:						10,000.00		10,000.00				10,000.00
Job: 81022308 / AF W/LABELING												
115840	I 07/19/22	6	09/17/22	81022308	6,700.00	6,700.00		6,700.00				6,700.00
Job: 81022308 / AF W/LABELING Subtotals:						6,700.00		6,700.00				6,700.00
Job: 81022309 / AF W/LABELING												
115841	I 07/19/22	6	09/17/22	81022309	6,700.00	6,700.00		6,700.00				6,700.00
Job: 81022309 / AF W/LABELING Subtotals:						6,700.00		6,700.00				6,700.00
Job: 81022310 / LPS TRANSWESTERN												
115643	I 07/06/22	6	09/04/22	81022310	1,200.00	1,200.00		1,200.00				1,200.00
Job: 81022310 / LPS TRANSWESTERN Subtotals:						1,200.00		1,200.00				1,200.00
Job: 81022311 / AF MAIL LABELS												
115842	I 07/19/22	6	09/17/22	81022311	2,500.00	2,500.00		2,500.00				2,500.00
Job: 81022311 / AF MAIL LABELS Subtotals:						2,500.00		2,500.00				2,500.00
Job: 81022314 / IR JLL T MOBILE												
116553	I 09/19/22	6	11/18/22	81022314	300.00	300.00		300.00			300.00	
Job: 81022314 / IR JLL T MOBILE Subtotals:						300.00		300.00			300.00	
Job: 81022315 / IR JLL T MOBILE												
116552	I 09/19/22	6	11/18/22	81022315	300.00	300.00		300.00			300.00	
Job: 81022315 / IR JLL T MOBILE Subtotals:						300.00		300.00			300.00	
Job: 81022316 / AF JOHN HANCOCK												
115979	I 07/31/22	6	09/29/22	81022316	20,100.00	20,100.00		20,100.00			20,100.00	
Job: 81022316 / AF JOHN HANCOCK Subtotals:						20,100.00		20,100.00			20,100.00	
Job: 81022319 / SGM JOHN HANCOCK												
116766	I 10/03/22	6	12/02/22	81022319	6,860.00	6,860.00		6,860.00	6,860.00			
Job: 81022319 / SGM JOHN HANCOCK Subtotals:						6,860.00		6,860.00	6,860.00			
Job: 81022320 / IR JLL T MOBILE												
116551	I 09/19/22	6	11/18/22	81022320	300.00	300.00		300.00			300.00	
Job: 81022320 / IR JLL T MOBILE Subtotals:						300.00		300.00			300.00	
Job: 81022321 / IR JLL T MOBILE												
116550	I 09/19/22	6	11/18/22	81022321	300.00	300.00		300.00			300.00	

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Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code												
Transaction Type		Payment Terms		For The Period Ending: 12/19/22								
Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022336 / AF W/LABELING PIEDMONT												
116617	I 09/20/22	6 11/19/22	81022336	1,800.00	1,800.00		1,800.00		1,800.00			
Job: 81022336 / AF W/LABELING PIEDMONT Subtotals:					1,800.00		1,800.00		1,800.00			
Job: 81022337 / AF W/LABELING PIEDMONT												
115703	I 07/07/22	6 09/05/22	81022337	5,000.00	5,000.00		5,000.00					5,000.00
Job: 81022337 / AF W/LABELING PIEDMONT Subtotals:					5,000.00		5,000.00					5,000.00
Job: 81022338 / AF W/LABELING PIEDMONT												
116618	I 09/20/22	6 11/19/22	81022338	1,200.00	1,200.00		1,200.00		1,200.00			
Job: 81022338 / AF W/LABELING PIEDMONT Subtotals:					1,200.00		1,200.00		1,200.00			
Job: 81022339 / AF W/LABELING PIEDMONT												
116619	I 09/20/22	6 11/19/22	81022339	1,200.00	1,200.00		1,200.00		1,200.00			
Job: 81022339 / AF W/LABELING PIEDMONT Subtotals:					1,200.00		1,200.00		1,200.00			
Job: 81022340 / AF W/LABELING PIEDMONT												
116620	I 09/20/22	6 11/19/22	81022340	2,500.00	2,500.00		2,500.00		2,500.00			
Job: 81022340 / AF W/LABELING PIEDMONT Subtotals:					2,500.00		2,500.00		2,500.00			
Job: 81022341 / AF W/LABELING PIEDMONT												
116625	I 09/20/22	6 11/19/22	81022341	1,200.00	1,200.00		1,200.00		1,200.00			
Job: 81022341 / AF W/LABELING PIEDMONT Subtotals:					1,200.00		1,200.00		1,200.00			
Job: 81022342 / AF W/LABELING PIEDMONT												
116626	I 09/20/22	6 11/19/22	81022342	1,200.00	1,200.00		1,200.00		1,200.00			
Job: 81022342 / AF W/LABELING PIEDMONT Subtotals:					1,200.00		1,200.00		1,200.00			
Job: 81022343 / AF W/LABELING PIEDMONT												
116627	I 09/20/22	6 11/19/22	81022343	1,500.00	1,500.00		1,500.00		1,500.00			
Job: 81022343 / AF W/LABELING PIEDMONT Subtotals:					1,500.00		1,500.00		1,500.00			
Job: 81022344 / AF W/LABELING PIEDMONT												
116587	I 09/19/22	6 11/18/22	81022344	1,200.00	1,200.00		1,200.00				1,200.00	
Job: 81022344 / AF W/LABELING PIEDMONT Subtotals:					1,200.00		1,200.00				1,200.00	
Job: 81022345 / AF W/LABELING PIEDMONT												
116589	I 09/19/22	6 11/18/22	81022345	1,200.00	1,200.00		1,200.00				1,200.00	
Job: 81022345 / AF W/LABELING PIEDMONT Subtotals:					1,200.00		1,200.00				1,200.00	
Job: 81022346 / AF W/LABELING PIEDMONT												
116590	I 09/19/22	6 11/18/22	81022346	600.00	600.00		600.00				600.00	
Job: 81022346 / AF W/LABELING PIEDMONT Subtotals:					600.00		600.00				600.00	
Job: 81022347 / AF W/LABELING PIEDMONT												
116628	I 09/20/22	6 11/19/22	81022347	900.00	900.00		900.00		900.00			
Job: 81022347 / AF W/LABELING PIEDMONT Subtotals:					900.00		900.00		900.00			
Job: 81022348 / AF W/LABELING PIEDMONT												
117104	I 10/27/22	6 12/26/22	81022348	1,000.00	1,000.00		1,000.00	1,000.00				
Job: 81022348 / AF W/LABELING PIEDMONT Subtotals:					1,000.00		1,000.00	1,000.00				
Job: 81022349 / AF W/LABELING PIEDMONT												

Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail ARK Aged Open Items Report Sorted by Customer Alpha Code													
Transaction Type		Payment Terms		For The Period Ending: 12/19/22									
Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due					
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days	
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)													
116849	I 10/06/22	6	12/05/22	81022349	900.00	900.00		900.00					
Job: 81022349 / AF W/LABELING PIEDMONT Subtotals:						900.00		900.00		900.00			
Job: 81022350 / AF W/LABELING PIEDMONT													
117105	I 10/27/22	6	12/26/22	81022350	1,000.00	1,000.00		1,000.00					
Job: 81022350 / AF W/LABELING PIEDMONT Subtotals:						1,000.00		1,000.00		1,000.00			
Job: 81022351 / AF W/LABELING PIEDMONT													
116536	I 09/19/22	6	11/18/22	81022351	1,200.00	1,200.00		1,200.00				1,200.00	
Job: 81022351 / AF W/LABELING PIEDMONT Subtotals:						1,200.00		1,200.00				1,200.00	
Job: 81022352 / AF W/LABELING PIEDMONT													
116783	I 10/03/22	6	12/02/22	81022352	2,000.00	2,000.00		2,000.00			2,000.00		
Job: 81022352 / AF W/LABELING PIEDMONT Subtotals:						2,000.00		2,000.00		2,000.00			
Job: 81022353 / AF W/LABELING PIEDMONT													
116558	I 09/19/22	6	11/18/22	81022353	2,000.00	2,000.00		2,000.00				2,000.00	
Job: 81022353 / AF W/LABELING PIEDMONT Subtotals:						2,000.00		2,000.00				2,000.00	
Job: 81022354 / AF W/LABELING PIEDMONT													
116774	I 10/03/22	6	12/02/22	81022354	2,000.00	2,000.00		2,000.00			2,000.00		
Job: 81022354 / AF W/LABELING PIEDMONT Subtotals:						2,000.00		2,000.00		2,000.00			
Job: 81022355 / AF W/LABELING PIEDMONT													
116773	I 10/03/22	6	12/02/22	81022355	2,000.00	2,000.00		2,000.00			2,000.00		
Job: 81022355 / AF W/LABELING PIEDMONT Subtotals:						2,000.00		2,000.00		2,000.00			
Job: 81022359 / AF W/LABELING PIEDMONT													
116784	I 10/03/22	6	12/02/22	81022359	2,000.00	2,000.00		2,000.00			2,000.00		
Job: 81022359 / AF W/LABELING PIEDMONT Subtotals:						2,000.00		2,000.00		2,000.00			
Job: 81022360 / AF W/LABELING PIEDMONT													
116785	I 10/03/22	6	12/02/22	81022360	2,000.00	2,000.00		2,000.00			2,000.00		
Job: 81022360 / AF W/LABELING PIEDMONT Subtotals:						2,000.00		2,000.00		2,000.00			
Job: 81022385 / AF W/LABELING JLL													
116312	I 08/24/22	6	10/23/22	81022385	2,255.00	2,255.00		2,255.00				2,255.00	
Job: 81022385 / AF W/LABELING JLL Subtotals:						2,255.00		2,255.00				2,255.00	
Job: 81022386 / AF W/LABELING JLL													
116296	I 08/25/22	6	10/24/22	81022386	5,725.00	5,725.00		5,725.00				5,725.00	
Job: 81022386 / AF W/LABELING JLL Subtotals:						5,725.00		5,725.00				5,725.00	
Job: 81022387 / AF W/LABELING JLL													
116714	I 09/28/22	6	11/27/22	81022387	3,835.00	3,835.00		3,835.00			3,835.00		
Job: 81022387 / AF W/LABELING JLL Subtotals:						3,835.00		3,835.00		3,835.00			
Job: 81022388 / AF W/LABELING JLL													
116715	I 09/28/22	6	11/27/22	81022388	8,495.00	8,495.00		8,495.00			8,495.00		
Job: 81022388 / AF W/LABELING JLL Subtotals:						8,495.00		8,495.00		8,495.00			
Job: 81022389 / AF W/LABELING JLL													
116313	I 08/24/22	6	10/23/22	81022389	5,095.00	5,095.00		5,095.00				5,095.00	

Allison-Smith Company LLC

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For The Period Ending: 12/19/22

Detail ARK Aged Open Items Report Sorted by Customer Alpha Code												
Transaction Type		Payment Terms		For The Period Ending: 12/19/22								
Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022389 / AF W/LABELING JLL Subtotals:					5,095.00		5,095.00			5,095.00		
Job: 81022390 / AF W/LABELING JLL												
116716	I 09/28/22	6 11/27/22	81022390	5,450.00	5,450.00		5,450.00		5,450.00			
Job: 81022390 / AF W/LABELING JLL Subtotals:					5,450.00		5,450.00		5,450.00			
Job: 81022391 / AF W/LABELING JLL												
116314	I 08/24/22	6 10/23/22	81022391	5,095.00	5,095.00		5,095.00			5,095.00		
Job: 81022391 / AF W/LABELING JLL Subtotals:					5,095.00		5,095.00			5,095.00		
Job: 81022393 / AF W/LABELING JLL												
116717	I 09/28/22	6 11/27/22	81022393	2,630.00	2,630.00		2,630.00		2,630.00			
Job: 81022393 / AF W/LABELING JLL Subtotals:					2,630.00		2,630.00		2,630.00			
Job: 81022394 / AF W/LABELING JLL												
116718	I 09/28/22	6 11/27/22	81022394	2,755.00	2,755.00		2,755.00		2,755.00			
Job: 81022394 / AF W/LABELING JLL Subtotals:					2,755.00		2,755.00		2,755.00			
Job: 81022395 / AF W/LABELING JLL												
116719	I 09/28/22	6 11/27/22	81022395	2,630.00	2,630.00		2,630.00		2,630.00			
Job: 81022395 / AF W/LABELING JLL Subtotals:					2,630.00		2,630.00		2,630.00			
Job: 81022396 / AF W/LABELING JLL												
116315	I 08/24/22	6 10/23/22	81022396	5,725.00	5,725.00		5,725.00			5,725.00		
Job: 81022396 / AF W/LABELING JLL Subtotals:					5,725.00		5,725.00			5,725.00		
Job: 81022399 / AF W/LABELING JLL												
116316	I 08/24/22	6 10/23/22	81022399	11,605.00	11,605.00		11,605.00			11,605.00		
Job: 81022399 / AF W/LABELING JLL Subtotals:					11,605.00		11,605.00			11,605.00		
Job: 81022401 / AF W/LABELING JLL												
116317	I 08/24/22	6 10/23/22	81022401	11,605.00	11,605.00		11,605.00			11,605.00		
Job: 81022401 / AF W/LABELING JLL Subtotals:					11,605.00		11,605.00			11,605.00		
Job: 81022428 / IR ZELLER REALTY												
115912	I 07/26/22	6 09/24/22	81022428	975.00	975.00		975.00				975.00	
Job: 81022428 / IR ZELLER REALTY Subtotals:					975.00		975.00				975.00	
Job: 81022445 / IR SIMPSON												
115351	I 06/13/22	6 08/12/22	81022445	975.00	975.00		975.00					975.00
Job: 81022445 / IR SIMPSON Subtotals:					975.00		975.00					975.00
Job: 81022447 / AF W/LABELING HERSCHEND												
116530	I 09/19/22	6 11/18/22	81022447	23,500.00	23,500.00		23,500.00			23,500.00		
Job: 81022447 / AF W/LABELING HERSCHEND Subtotals:					23,500.00		23,500.00			23,500.00		
Job: 81022450 / AF- MAIL LABELS AMERICOLD												
116261	I 08/22/22	6 10/21/22	81022450	2,500.00	2,500.00		2,500.00			2,500.00		
Job: 81022450 / AF- MAIL LABELS AMERICOLD Subtotals:					2,500.00		2,500.00			2,500.00		
Job: 81022451 / IR TRANSWESTERN												
116850	I 10/06/22	6 12/05/22	81022451	2,925.00	2,925.00		2,925.00		2,925.00			
Job: 81022451 / IR TRANSWESTERN Subtotals:					2,925.00		2,925.00		2,925.00			

Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail ARK Aged Open Items Report Sorted by Customer Alpha Code												
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Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022453 / IR BOEHRINGER												
115741	I 07/13/22	6 09/11/22	81022453	3,900.00	3,900.00		3,900.00					3,900.00
Job: 81022453 / IR BOEHRINGER Subtotals:					3,900.00		3,900.00					3,900.00
Job: 81022455 / IR JLL T MOBILE												
116591	I 09/19/22	6 11/18/22	81022455	300.00	300.00		300.00			300.00		
Job: 81022455 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022457 / IR JLL T MOBILE												
116592	I 09/19/22	6 11/18/22	81022457	300.00	300.00		300.00			300.00		
Job: 81022457 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022458 / IR JLL T MOBILE												
116593	I 09/19/22	6 11/18/22	81022458	300.00	300.00		300.00			300.00		
Job: 81022458 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022459 / IR JLL T MOBILE												
116629	I 09/20/22	6 11/19/22	81022459	300.00	300.00		300.00		300.00			
Job: 81022459 / IR JLL T MOBILE Subtotals:					300.00		300.00		300.00			
Job: 81022460 / IR JLL T MOBILE												
116630	I 09/20/22	6 11/19/22	81022460	300.00	300.00		300.00		300.00			
Job: 81022460 / IR JLL T MOBILE Subtotals:					300.00		300.00		300.00			
Job: 81022462 / IR JLL T MOBILE												
116594	I 09/19/22	6 11/18/22	81022462	300.00	300.00		300.00			300.00		
Job: 81022462 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022463 / IR JLL T MOBILE												
116595	I 09/19/22	6 11/18/22	81022463	300.00	300.00		300.00			300.00		
Job: 81022463 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022464 / IR JLL T MOBILE												
116596	I 09/19/22	6 11/18/22	81022464	300.00	300.00		300.00			300.00		
Job: 81022464 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022465 / IR JLL T MOBILE												
116631	I 09/20/22	6 11/19/22	81022465	300.00	300.00		300.00		300.00			
Job: 81022465 / IR JLL T MOBILE Subtotals:					300.00		300.00		300.00			
Job: 81022466 / IR JLL T MOBILE												
116597	I 09/19/22	6 11/18/22	81022466	300.00	300.00		300.00			300.00		
Job: 81022466 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022467 / IR JLL T MOBILE												
116599	I 09/19/22	6 11/18/22	81022467	300.00	300.00		300.00			300.00		
Job: 81022467 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022468 / IR JLL T MOBILE												
116600	I 09/19/22	6 11/18/22	81022468	300.00	300.00		300.00			300.00		
Job: 81022468 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022469 / IR JLL T MOBILE												

Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail AR Aged Open Items Report Sorted by Customer Alpha Code												
Transaction Type		Payment Terms		For The Period Ending: 12/19/22								
Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
116527	I 09/19/22	6	11/18/22	81022469	300.00	300.00	300.00			300.00		
Job: 81022469 / IR JLL T MOBILE Subtotals:						300.00	300.00			300.00		
Job: 81022470 / IR JLL T MOBILE												
117065	I 10/25/22	6	12/24/22	81022470	300.00	300.00	300.00	300.00				
Job: 81022470 / IR JLL T MOBILE Subtotals:						300.00	300.00	300.00				
Job: 81022471 / AF W/LABELING HINES												
115844	I 07/19/22	6	09/17/22	81022471	3,450.00	3,450.00	3,450.00					3,450.00
Job: 81022471 / AF W/LABELING HINES Subtotals:						3,450.00	3,450.00					3,450.00
Job: 81022472 / IR COUSINS												
116262	I 08/22/22	6	10/21/22	81022472	1,950.00	1,950.00	1,950.00			1,950.00		
Job: 81022472 / IR COUSINS Subtotals:						1,950.00	1,950.00			1,950.00		
Job: 81022473 / IR COUSINS												
116263	I 08/22/22	6	10/21/22	81022473	1,950.00	1,950.00	1,950.00			1,950.00		
Job: 81022473 / IR COUSINS Subtotals:						1,950.00	1,950.00			1,950.00		
Job: 81022474 / IR JLL T MOBILE												
116264	I 08/22/22	6	10/21/22	81022474	300.00	300.00	300.00			300.00		
Job: 81022474 / IR JLL T MOBILE Subtotals:						300.00	300.00			300.00		
Job: 81022475 / IR JLL T MOBILE												
117106	I 10/27/22	6	12/26/22	81022475	300.00	300.00	300.00	300.00				
Job: 81022475 / IR JLL T MOBILE Subtotals:						300.00	300.00	300.00				
Job: 81022476 / IR JLL T MOBILE												
116772	I 10/03/22	6	12/02/22	81022476	400.00	400.00	400.00		400.00			
Job: 81022476 / IR JLL T MOBILE Subtotals:						400.00	400.00		400.00			
Job: 81022477 / IR JLL T MOBILE												
117064	I 10/25/22	6	12/24/22	81022477	300.00	300.00	300.00	300.00				
Job: 81022477 / IR JLL T MOBILE Subtotals:						300.00	300.00	300.00				
Job: 81022478 / IR JLL T MOBILE												
116765	I 10/03/22	6	12/02/22	81022478	300.00	300.00	300.00		300.00			
Job: 81022478 / IR JLL T MOBILE Subtotals:						300.00	300.00		300.00			
Job: 81022479 / IR JLL T MOBILE												
116786	I 10/03/22	6	12/02/22	81022479	400.00	400.00	400.00		400.00			
Job: 81022479 / IR JLL T MOBILE Subtotals:						400.00	400.00		400.00			
Job: 81022482 / IR JLL T MOBILE												
116787	I 10/03/22	6	12/02/22	81022482	400.00	400.00	400.00		400.00			
Job: 81022482 / IR JLL T MOBILE Subtotals:						400.00	400.00		400.00			
Job: 81022483 / IR JLL T MOBILE												
116764	I 10/03/22	6	12/02/22	81022483	300.00	300.00	300.00		300.00			
Job: 81022483 / IR JLL T MOBILE Subtotals:						300.00	300.00		300.00			
Job: 81022485 / AF W/LABELS												
116265	I 08/22/22	6	10/21/22	81022485	500.00	500.00	500.00			500.00		

Allison-Smith Company LLC

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Detail ARK Aged Open Items Report Sorted by Customer Alpha Code					For The Period Ending: 12/19/22										
Transaction Type		Payment Terms		Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance		Days Past Due				
									Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)															
Job: 81022485 / AF W/LABELS Subtotals:									500.00		500.00			500.00	
Job: 81022486 / AF W/LABELS															
116266	I	08/22/22	6	10/21/22	81022486	500.00		500.00		500.00			500.00		
Job: 81022486 / AF W/LABELS Subtotals:									500.00		500.00			500.00	
Job: 81022487 / IR TK ELEVATOR															
115980	I	07/31/22	6	09/29/22	81022487	1,950.00		1,950.00		1,950.00			1,950.00		
Job: 81022487 / IR TK ELEVATOR Subtotals:									1,950.00		1,950.00			1,950.00	
Job: 81022488 / IR LIBERTY TIRE															
117107	I	10/27/22	6	12/26/22	81022488	500.00		500.00		500.00	500.00				
Job: 81022488 / IR LIBERTY TIRE Subtotals:									500.00		500.00	500.00			
Job: 81022490 / IR JLL T MOBILE															
116768	I	10/03/22	6	12/02/22	81022490	400.00		400.00		400.00		400.00			
Job: 81022490 / IR JLL T MOBILE Subtotals:									400.00		400.00		400.00		
Job: 81022491 / AF W/LABELING															
116345	I	08/29/22	6	10/28/22	81022491	6,125.00		6,125.00		6,125.00			6,125.00		
Job: 81022491 / AF W/LABELING Subtotals:									6,125.00		6,125.00			6,125.00	
Job: 81022492 / IR JLL T MOBILE															
116337	I	08/26/22	6	10/25/22	81022492	975.00		975.00		975.00			975.00		
Job: 81022492 / IR JLL T MOBILE Subtotals:									975.00		975.00			975.00	
Job: 81022493 / AF W/LABELING															
116632	I	09/20/22	6	11/19/22	81022493	8,000.00		8,000.00		8,000.00		8,000.00			
Job: 81022493 / AF W/LABELING Subtotals:									8,000.00		8,000.00		8,000.00		
Job: 81022494 / AF UPDATE LABEL STREAM															
115728	I	07/11/22	6	09/09/22	81022494	12,250.00		12,250.00		12,250.00				12,250.00	
Job: 81022494 / AF UPDATE LABEL STREAM Subtotals:									12,250.00		12,250.00				12,250.00
Job: 81022495 / SGM STREAM REALTY															
116559	I	09/19/22	6	11/18/22	81022495	6,798.00		6,798.00		6,798.00			6,798.00		
Job: 81022495 / SGM STREAM REALTY Subtotals:									6,798.00		6,798.00			6,798.00	
Job: 81022496 / IR BON SECOURS															
116633	I	09/20/22	6	11/19/22	81022496	300.00		300.00		300.00		300.00			
Job: 81022496 / IR BON SECOURS Subtotals:									300.00		300.00		300.00		
Job: 81022497 / AF BON SECOURS															
116634	I	09/20/22	6	11/19/22	81022497	1,800.00		1,800.00		1,800.00		1,800.00			
Job: 81022497 / AF BON SECOURS Subtotals:									1,800.00		1,800.00		1,800.00		
Job: 81022503 / IR-14567 GA HWY 36															
115747	I	07/13/22	6	09/11/22	81022503	1,950.00		1,950.00		1,950.00				1,950.00	
Job: 81022503 / IR-14567 GA HWY 36 Subtotals:									1,950.00		1,950.00				1,950.00
Job: 81022504 / LPS-1170 PEACHTREE ST															
116851	I	10/06/22	6	12/05/22	81022504	1,264.00		1,264.00		1,264.00		1,264.00			
Job: 81022504 / LPS-1170 PEACHTREE ST Subtotals:									1,264.00		1,264.00		1,264.00		

Allison-Smith Company LLC

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Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022505 / IR-685 CEDAR CREST RD												
115929	I 07/28/22	6 09/26/22	81022505	5,850.00	5,850.00		5,850.00				5,850.00	
Job: 81022505 / IR-685 CEDAR CREST RD Subtotals:					5,850.00		5,850.00				5,850.00	
Job: 81022506 / IR-17 EXECUTIVE PARK												
115986	I 07/31/22	6 09/29/22	81022506	2,150.00	2,150.00		2,150.00				2,150.00	
Job: 81022506 / IR-17 EXECUTIVE PARK Subtotals:					2,150.00		2,150.00				2,150.00	
Job: 81022509 / ELE-3925 BROOKSIDE PKWY												
116346	I 08/29/22	6 10/28/22	81022509	5,000.00	5,000.00		5,000.00			5,000.00		
Job: 81022509 / ELE-3925 BROOKSIDE PKWY Subtotals:					5,000.00		5,000.00			5,000.00		
Job: 81022510 / SGM-3925 BROOKSIDE PKWY												
116347	I 08/29/22	6 10/28/22	81022510	3,000.00	3,000.00		3,000.00			3,000.00		
Job: 81022510 / SGM-3925 BROOKSIDE PKWY Subtotals:					3,000.00		3,000.00			3,000.00		
Job: 81022511 / SGM-100 HERAEUS BLVD												
116598	I 09/19/22	6 11/18/22	81022511	14,000.00	14,000.00		14,000.00			14,000.00		
Job: 81022511 / SGM-100 HERAEUS BLVD Subtotals:					14,000.00		14,000.00			14,000.00		
Job: 81022512 / IR-1180 W PEACHTREE ST												
115845	I 07/19/22	6 09/17/22	81022512	1,950.00	1,950.00		1,950.00					1,950.00
Job: 81022512 / IR-1180 W PEACHTREE ST Subtotals:					1,950.00		1,950.00					1,950.00
Job: 81022513 / ELE-1400 HOLOCOMB BRIDGE												
117108	I 10/27/22	6 12/26/22	81022513	2,000.00	2,000.00		2,000.00	2,000.00				
Job: 81022513 / ELE-1400 HOLOCOMB BRIDGE Subtotals:					2,000.00		2,000.00	2,000.00				
Job: 81022514 / IR-3290 NORTHSIDE PKWY												
115739	I 07/13/22	6 09/11/22	81022514	487.50	487.50		487.50					487.50
Job: 81022514 / IR-3290 NORTHSIDE PKWY Subtotals:					487.50		487.50					487.50
Job: 81022515 / AF-3003 SUMMIT BLVD												
116771	I 10/03/22	6 12/02/22	81022515	13,000.00	13,000.00		13,000.00		13,000.00			
Job: 81022515 / AF-3003 SUMMIT BLVD Subtotals:					13,000.00		13,000.00		13,000.00			
Job: 81022516 / IR-55 MARIETTA												
116537	I 09/19/22	6 11/18/22	81022516	2,922.00	2,922.00		2,922.00			2,922.00		
Job: 81022516 / IR-55 MARIETTA Subtotals:					2,922.00		2,922.00			2,922.00		
Job: 81022517 / IR-2000 SEQUOYAH												
115930	I 07/28/22	6 09/26/22	81022517	3,800.00	3,800.00		3,800.00				3,800.00	
Job: 81022517 / IR-2000 SEQUOYAH Subtotals:					3,800.00		3,800.00				3,800.00	
Job: 81022518 / IR-1270 NUCLEAR PLANT RD												
116543	I 09/19/22	6 11/18/22	81022518	3,325.00	3,325.00		3,325.00			3,325.00		
Job: 81022518 / IR-1270 NUCLEAR PLANT RD Subtotals:					3,325.00		3,325.00			3,325.00		
Job: 81022519 / IR-714 SWAN POND RD												
116560	I 09/19/22	6 11/18/22	81022519	2,765.00	2,765.00		2,765.00			2,765.00		
Job: 81022519 / IR-714 SWAN POND RD Subtotals:					2,765.00		2,765.00			2,765.00		
Job: 81022520 / IR-950 INDUSTRIAL BLVD												

Allison-Smith Company LLC

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Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
115764	I 07/14/22	6 09/12/22	81022520	975.00	975.00		975.00					975.00
Job: 81022520 / IR-950 INDUSTRIAL BLVD Subtotals:					975.00		975.00					975.00
Job: 81022521 / IR-725 PONCE DELEON AVE												
116100	I 08/12/22	6 10/11/22	81022521	975.00	975.00		975.00				975.00	
Job: 81022521 / IR-725 PONCE DELEON AVE Subtotals:					975.00		975.00				975.00	
Job: 81022523 / AF-2001 ALL RIVER RD												
116561	I 09/19/22	6 11/18/22	81022523	3,250.00	3,250.00		3,250.00			3,250.00		
Job: 81022523 / AF-2001 ALL RIVER RD Subtotals:					3,250.00		3,250.00			3,250.00		
Job: 81022524 / IR-4005 FULTON INDUSTRIAL												
116562	I 09/19/22	6 11/18/22	81022524	300.00	300.00		300.00			300.00		
Job: 81022524 / IR-4005 FULTON INDUSTRIAL Subtotals:					300.00		300.00			300.00		
Job: 81022526 / IR-5680 NEW NORTHSIDE DR												
116563	I 09/19/22	6 11/18/22	81022526	300.00	300.00		300.00			300.00		
Job: 81022526 / IR-5680 NEW NORTHSIDE DR Subtotals:					300.00		300.00			300.00		
Job: 81022527 / SG BREAKER TESTING												
116269	I 08/22/22	6 10/21/22	81022527	2,800.00	2,800.00		2,800.00			2,800.00		
Job: 81022527 / SG BREAKER TESTING Subtotals:					2,800.00		2,800.00			2,800.00		
Job: 81022528 / IR-1265 EDGEMOOR RD												
116535	I 09/19/22	6 11/18/22	81022528	3,300.00	3,300.00		3,300.00			3,300.00		
Job: 81022528 / IR-1265 EDGEMOOR RD Subtotals:					3,300.00		3,300.00			3,300.00		
Job: 81022529 / IR-299 TVA POND RD												
116544	I 09/19/22	6 11/18/22	81022529	2,975.00	2,975.00		2,975.00			2,975.00		
Job: 81022529 / IR-299 TVA POND RD Subtotals:					2,975.00		2,975.00			2,975.00		
Job: 81022530 / AR W/LABELING LILLIBRIDGE												
116635	I 09/20/22	6 11/19/22	81022530	500.00	500.00		500.00		500.00			
Job: 81022530 / AR W/LABELING LILLIBRIDGE Subtotals:					500.00		500.00		500.00			
Job: 81022531 / IR 1800 ZINC RD												
116271	I 08/22/22	6 10/21/22	81022531	2,975.00	2,975.00		2,975.00			2,975.00		
Job: 81022531 / IR 1800 ZINC RD Subtotals:					2,975.00		2,975.00			2,975.00		
Job: 81022532 / IR 815 CUMBERLAND CITY RD												
116272	I 08/22/22	6 10/21/22	81022532	2,975.00	2,975.00		2,975.00			2,975.00		
Job: 81022532 / IR 815 CUMBERLAND CITY RD Subtotals:					2,975.00		2,975.00			2,975.00		
Job: 81022533 / IR 1950 DUPONT ROAD												
116273	I 08/22/22	6 10/21/22	81022533	2,765.00	2,765.00		2,765.00			2,765.00		
Job: 81022533 / IR 1950 DUPONT ROAD Subtotals:					2,765.00		2,765.00			2,765.00		
Job: 81022534 / IR NUCLEAR PLANT ROAD												
116636	I 09/20/22	6 11/19/22	81022534	3,000.00	3,000.00		3,000.00		3,000.00			
Job: 81022534 / IR NUCLEAR PLANT ROAD Subtotals:					3,000.00		3,000.00		3,000.00			
Job: 81022535 / IR 13246 STATE ROAD 176												
116274	I 08/22/22	6 10/21/22	81022535	2,975.00	2,975.00		2,975.00			2,975.00		

For The Period Ending: 12/19/22

Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)

Allison-Smith Company LLC

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Detail AR Aging Open Items Report Sorted by Customer Alpha Code														
Transaction Type		Payment Terms		For The Period Ending: 12/19/22										
Invoice / Check #		Date		Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
							Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)														
Job: 81022555 / LPS 3630 PEACHTREE RD														
116853	I	10/06/22	6	12/05/22	81022555	1,672.00	1,672.00		1,672.00		1,672.00			
Job: 81022555 / LPS 3630 PEACHTREE RD Subtotals:							1,672.00		1,672.00		1,672.00			
Job: 81022556 / IR 3625 CUMBERLAND BLVD														
116567	I	09/19/22	6	11/18/22	81022556	975.00	975.00		975.00			975.00		
Job: 81022556 / IR 3625 CUMBERLAND BLVD Subtotals:							975.00		975.00			975.00		
Job: 81022557 / IR 800 NORTHPOINT PARKWAY														
116279	I	08/24/22	6	10/23/22	81022557	512.50	512.50		512.50			512.50		
Job: 81022557 / IR 800 NORTHPOINT PARKWAY Subtotals:							512.50		512.50			512.50		
Job: 81022558 / IR 900 NORTHPOINT PARKWAY														
116280	I	08/24/22	6	10/23/22	81022558	512.50	512.50		512.50			512.50		
Job: 81022558 / IR 900 NORTHPOINT PARKWAY Subtotals:							512.50		512.50			512.50		
Job: 81022559 / LPS 3225 CUMBERLAND BLVD														
116568	I	09/19/22	6	11/18/22	81022559	1,250.00	1,250.00		1,250.00			1,250.00		
Job: 81022559 / LPS 3225 CUMBERLAND BLVD Subtotals:							1,250.00		1,250.00			1,250.00		
Job: 81022560 / AF ADD 371 E PACES FERRY														
116855	I	10/06/22	6	12/05/22	81022560	1,000.00	1,000.00		1,000.00		1,000.00			
10/13/22 / 10:37:51 KAW Note: Per Kim Anastasia, I have to have PO#12481 reviewed prior to sending. 10/24/22 / 11:10:59 KAW Note: Contacted Kim Anastia for update regarding PO to submit invoice. Per Kim, I have asked for an update.														
Job: 81022560 / AF ADD 371 E PACES FERRY Subtotals:							1,000.00		1,000.00		1,000.00			
Job: 81022561 / IR REPAIR-4170 ASHFORD														
116124	I	08/15/22	6	10/14/22	81022561	1,868.00	1,868.00		1,868.00				1,868.00	
Job: 81022561 / IR REPAIR-4170 ASHFORD Subtotals:							1,868.00		1,868.00				1,868.00	
Job: 81022562 / ELE 764 GEORGE CAGLE DR														
116528	I	09/19/22	6	11/18/22	81022562	1,837.00	1,837.00		1,837.00			1,837.00		
Job: 81022562 / ELE 764 GEORGE CAGLE DR Subtotals:							1,837.00		1,837.00			1,837.00		
Job: 81022563 / IR 1955 LAKE PARK DR														
116186	I	08/18/22	6	10/17/22	81022563	7,372.00	7,372.00		7,372.00				7,372.00	
Job: 81022563 / IR 1955 LAKE PARK DR Subtotals:							7,372.00		7,372.00				7,372.00	
Job: 81022564 / IR 400&50 CHASTAIN														
116089	I	08/11/22	6	10/10/22	81022564	2,094.00	2,094.00		2,094.00				2,094.00	
Job: 81022564 / IR 400&50 CHASTAIN Subtotals:							2,094.00		2,094.00				2,094.00	
Job: 81022566 / IR-4100 Wildwood Pkwy														
116548	I	09/19/22	6	11/18/22	81022566	975.00	975.00		975.00			975.00		
Job: 81022566 / IR-4100 Wildwood Pkwy Subtotals:							975.00		975.00			975.00		
Job: 81022567 / LPS-4100 Wildwood Pkwy														
116125	I	08/15/22	6	10/14/22	81022567	1,200.00	1,200.00		1,200.00				1,200.00	
Job: 81022567 / LPS-4100 Wildwood Pkwy Subtotals:							1,200.00		1,200.00				1,200.00	

Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail ARK Aged Open Items Report Sorted by Customer Alpha Code												
Transaction Type		Payment Terms		For The Period Ending: 12/19/22								
Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022568 / IR-4200 Wildwood Pkwy												
116569	I 09/19/22	6 11/18/22	81022568	975.00	975.00		975.00			975.00		
Job: 81022568 / IR-4200 Wildwood Pkwy Subtotals:					975.00		975.00			975.00		
Job: 81022569 / LPS 4200 Wildwood Pkwy												
116570	I 09/19/22	6 11/18/22	81022569	1,200.00	1,200.00		1,200.00			1,200.00		
Job: 81022569 / LPS 4200 Wildwood Pkwy Subtotals:					1,200.00		1,200.00			1,200.00		
Job: 81022570 / IR-4300 WILDWOOD PKWY												
116571	I 09/19/22	6 11/18/22	81022570	975.00	975.00		975.00			975.00		
Job: 81022570 / IR-4300 WILDWOOD PKWY Subtotals:					975.00		975.00			975.00		
Job: 81022571 / LPS-4300 WILDWOOD PKWY												
116572	I 09/19/22	6 11/18/22	81022571	1,200.00	1,200.00		1,200.00			1,200.00		
Job: 81022571 / LPS-4300 WILDWOOD PKWY Subtotals:					1,200.00		1,200.00			1,200.00		
Job: 81022572 / IR-2500 WINDY RIDGE PKWY												
116037	I 08/08/22	6 10/07/22	81022572	1,950.00	1,950.00		1,950.00				1,950.00	
Job: 81022572 / IR-2500 WINDY RIDGE PKWY Subtotals:					1,950.00		1,950.00				1,950.00	
Job: 81022573 / LPS-2500 WINDY RIDGE PKWY												
116038	I 08/08/22	6 10/07/22	81022573	1,200.00	1,200.00		1,200.00				1,200.00	
Job: 81022573 / LPS-2500 WINDY RIDGE PKWY Subtotals:					1,200.00		1,200.00				1,200.00	
Job: 81022574 / IR-5673 PEACHTREE DUNWOOD												
116090	I 08/11/22	6 10/10/22	81022574	975.00	975.00		975.00				975.00	
Job: 81022574 / IR-5673 PEACHTREE DUNWOOD Subtotals:					975.00		975.00				975.00	
Job: 81022575 / IR-715 PEACHTREE ST												
116573	I 09/19/22	6 11/18/22	81022575	300.00	300.00		300.00			300.00		
Job: 81022575 / IR-715 PEACHTREE ST Subtotals:					300.00		300.00			300.00		
Job: 81022576 / AF 3424 PEACHTREE RD NE												
116775	I 10/03/22	6 12/02/22	81022576	16,500.00	16,500.00		16,500.00		16,500.00			
Job: 81022576 / AF 3424 PEACHTREE RD NE Subtotals:					16,500.00		16,500.00		16,500.00			
Job: 81022578 / IR-5445 MERIDIAN MARK RD												
116281	I 08/24/22	6 10/23/22	81022578	975.00	975.00		975.00			975.00		
Job: 81022578 / IR-5445 MERIDIAN MARK RD Subtotals:					975.00		975.00			975.00		
Job: 81022580 / LPS-5445 MERIDIAN MARK RD												
116282	I 08/24/22	6 10/23/22	81022580	1,200.00	1,200.00		1,200.00			1,200.00		
Job: 81022580 / LPS-5445 MERIDIAN MARK RD Subtotals:					1,200.00		1,200.00			1,200.00		
Job: 81022581 / IR 350 LAS OLAS PL												
116760	I 10/03/22	6 12/02/22	81022581	3,240.00	3,240.00		3,240.00		3,240.00			
Job: 81022581 / IR 350 LAS OLAS PL Subtotals:					3,240.00		3,240.00		3,240.00			
Job: 81022582 / IR 450 LAS OLAS PLACE												
116788	I 10/03/22	6 12/02/22	81022582	2,000.00	2,000.00		2,000.00		2,000.00			
Job: 81022582 / IR 450 LAS OLAS PLACE Subtotals:					2,000.00		2,000.00		2,000.00			
Job: 81022585 / IR-1180 W PEACHTREE												

Allison-Smith Company LLC

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Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
116091	I 08/11/22	6	10/10/22	81022585	1,576.00	1,576.00		1,576.00				1,576.00
Job: 81022585 / IR-1180 W PEACHTREE Subtotals:						1,576.00		1,576.00				1,576.00
Job: 81022588 / EC 2500 NWINDS PKWY												
116288	I 08/25/22	6	10/24/22	81022588	630.00	630.00		630.00		630.00		
Job: 81022588 / EC 2500 NWINDS PKWY Subtotals:						630.00		630.00		630.00		
Job: 81022589 / AF 2500 PATRICK HENRY PK												
116854	I 10/06/22	6	12/05/22	81022589	3,500.00	3,500.00		3,500.00		3,500.00		
Job: 81022589 / AF 2500 PATRICK HENRY PK Subtotals:						3,500.00		3,500.00		3,500.00		
Job: 81022590 / IR 11560 GREAT OAKS WAY												
116348	I 08/29/22	6	10/28/22	81022590	512.00	512.00		512.00			512.00	
Job: 81022590 / IR 11560 GREAT OAKS WAY Subtotals:						512.00		512.00			512.00	
Job: 81022591 / IR 11560 GREAT OAKS WAY												
116349	I 08/29/22	6	10/28/22	81022591	512.00	512.00		512.00			512.00	
Job: 81022591 / IR 11560 GREAT OAKS WAY Subtotals:						512.00		512.00			512.00	
Job: 81022592 / IR 11560 GREAT OAKS WAY												
116350	I 08/29/22	6	10/28/22	81022592	512.00	512.00		512.00			512.00	
Job: 81022592 / IR 11560 GREAT OAKS WAY Subtotals:						512.00		512.00			512.00	
Job: 81022593 / IR 4501 NORTHPOINT PKWY												
116351	I 08/29/22	6	10/28/22	81022593	512.00	512.00		512.00			512.00	
Job: 81022593 / IR 4501 NORTHPOINT PKWY Subtotals:						512.00		512.00			512.00	
Job: 81022594 / IR 3475 PIEDMONT RD												
116574	I 09/19/22	6	11/18/22	81022594	1,950.00	1,950.00		1,950.00			1,950.00	
Job: 81022594 / IR 3475 PIEDMONT RD Subtotals:						1,950.00		1,950.00			1,950.00	
Job: 81022595 / IR 1040 CROWN POINTE												
116485	I 09/13/22	6	11/12/22	81022595	975.00	975.00		975.00			975.00	
Job: 81022595 / IR 1040 CROWN POINTE Subtotals:						975.00		975.00			975.00	
Job: 81022596 / IR 1050 CROWN POINTE												
116500	I 09/15/22	6	11/14/22	81022596	975.00	975.00		975.00			975.00	
Job: 81022596 / IR 1050 CROWN POINTE Subtotals:						975.00		975.00			975.00	
Job: 81022597 / IR 746 WILLOUGHBY WAY												
116433	I 09/07/22	6	11/06/22	81022597	975.00	975.00		975.00			975.00	
Job: 81022597 / IR 746 WILLOUGHBY WAY Subtotals:						975.00		975.00			975.00	
Job: 81022598 / IR 3050 PEACHTREE RD												
116789	I 10/03/22	6	12/02/22	81022598	975.00	975.00		975.00		975.00		
Job: 81022598 / IR 3050 PEACHTREE RD Subtotals:						975.00		975.00		975.00		
Job: 81022599 / IR 3060 PEACHTREE RD												
116524	I 09/19/22	6	11/18/22	81022599	1,950.00	1,950.00		1,950.00			1,950.00	
Job: 81022599 / IR 3060 PEACHTREE RD Subtotals:						1,950.00		1,950.00			1,950.00	
Job: 81022600 / IR 3348 PEACHTREE RD												
116575	I 09/19/22	6	11/18/22	81022600	1,950.00	1,950.00		1,950.00			1,950.00	

Allison-Smith Company LLC

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Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022600 / IR 3348 PEACHTREE RD Subtotals:					1,950.00		1,950.00			1,950.00		
Job: 81022601 / IR 3350 PEACHTREE RD												
116576	I 09/19/22	6	11/18/22	81022601	1,950.00	1,950.00	1,950.00			1,950.00		
Job: 81022601 / IR 3350 PEACHTREE RD Subtotals:					1,950.00		1,950.00			1,950.00		
Job: 81022603 / AFMAILLABELS 2750 ORBITER												
117109	I 10/27/22	6	12/26/22	81022603	2,500.00	2,500.00	2,500.00	2,500.00				
Job: 81022603 / AFMAILLABELS 2750 ORBITER Subtotals:					2,500.00		2,500.00	2,500.00				
Job: 81022604 / AF 223 MIDDLETON RUN RD												
116283	I 08/24/22	6	10/23/22	81022604	1,000.00	1,000.00	1,000.00			1,000.00		
Job: 81022604 / AF 223 MIDDLETON RUN RD Subtotals:					1,000.00		1,000.00			1,000.00		
Job: 81022605 / IR 75 5TH ST SW												
116289	I 08/25/22	6	10/24/22	81022605	975.00	975.00	975.00			975.00		
Job: 81022605 / IR 75 5TH ST SW Subtotals:					975.00		975.00			975.00		
Job: 81022606 / IR 85 5TH ST NW												
116352	I 08/29/22	6	10/28/22	81022606	975.00	975.00	975.00			975.00		
Job: 81022606 / IR 85 5TH ST NW Subtotals:					975.00		975.00			975.00		
Job: 81022607 / AF LABEL 4170 ASHFORD DUN												
116763	I 10/03/22	6	12/02/22	81022607	7,560.00	7,560.00	7,560.00		7,560.00			
Job: 81022607 / AF LABEL 4170 ASHFORD DUN Subtotals:					7,560.00		7,560.00		7,560.00			
Job: 81022608 / IR 4170 ASHFORD DUNWOODY												
116767	I 10/03/22	6	12/02/22	81022608	975.00	975.00	975.00		975.00			
Job: 81022608 / IR 4170 ASHFORD DUNWOODY Subtotals:					975.00		975.00		975.00			
Job: 81022609 / IR 1261 WILLOW RUN RD												
116436	I 09/07/22	6	11/06/22	81022609	2,925.00	2,925.00	2,925.00			2,925.00		
Job: 81022609 / IR 1261 WILLOW RUN RD Subtotals:					2,925.00		2,925.00			2,925.00		
Job: 81022610 / IR 3655 N POINT PKWY												
116353	I 08/29/22	6	10/28/22	81022610	512.00	512.00	512.00			512.00		
Job: 81022610 / IR 3655 N POINT PKWY Subtotals:					512.00		512.00			512.00		
Job: 81022611 / IR 11575 GREAT OAKS WAY												
116355	I 08/29/22	6	10/28/22	81022611	512.00	512.00	512.00			512.00		
Job: 81022611 / IR 11575 GREAT OAKS WAY Subtotals:					512.00		512.00			512.00		
Job: 81022612 / IR 11675 GREAT OAKS WAY												
116356	I 08/29/22	6	10/28/22	81022612	512.00	512.00	512.00			512.00		
Job: 81022612 / IR 11675 GREAT OAKS WAY Subtotals:					512.00		512.00			512.00		
Job: 81022614 / IR 250 E PONCE DE LEON												
116759	I 10/03/22	6	12/02/22	81022614	975.00	975.00	975.00		975.00			
Job: 81022614 / IR 250 E PONCE DE LEON Subtotals:					975.00		975.00		975.00			
Job: 81022615 / ELECTRIC INS 864 SPRING												
116665	I 09/22/22	6	11/21/22	81022615	750.00	750.00	750.00		750.00			
Job: 81022615 / ELECTRIC INS 864 SPRING Subtotals:					750.00		750.00		750.00			

Allison-Smith Company LLC

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Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022616 / BREAK INS 133 PEACHTREE												
116438	I 09/07/22	6	11/06/22	81022616	1,360.00	1,360.00		1,360.00			1,360.00	
Job: 81022616 / BREAK INS 133 PEACHTREE Subtotals:						1,360.00		1,360.00			1,360.00	
Job: 81022618 / LPS 1110 SANCTUARY PKWY												
116779	I 10/03/22	6	12/02/22	81022618	1,200.00	1,200.00		1,200.00		1,200.00		
Job: 81022618 / LPS 1110 SANCTUARY PKWY Subtotals:						1,200.00		1,200.00		1,200.00		
Job: 81022619 / LPS 1130 SANCTUARY PKWY												
116577	I 09/19/22	6	11/18/22	81022619	1,200.00	1,200.00		1,200.00			1,200.00	
Job: 81022619 / LPS 1130 SANCTUARY PKWY Subtotals:						1,200.00		1,200.00		1,200.00		
Job: 81022621 / IR 100 ASHFORD CENTER N												
116856	I 10/06/22	6	12/05/22	81022621	975.00	975.00		975.00		975.00		
Job: 81022621 / IR 100 ASHFORD CENTER N Subtotals:						975.00		975.00		975.00		
Job: 81022622 / IR 3440 PRESTON RIDGE RD												
116777	I 10/03/22	6	12/02/22	81022622	535.00	535.00		535.00		535.00		
Job: 81022622 / IR 3440 PRESTON RIDGE RD Subtotals:						535.00		535.00		535.00		
Job: 81022623 / IR 3750 BROOKSIDE PKWY												
116857	I 10/06/22	6	12/05/22	81022623	512.00	512.00		512.00		512.00		
Job: 81022623 / IR 3750 BROOKSIDE PKWY Subtotals:						512.00		512.00		512.00		
Job: 81022624 / IR 3805 CRESTWOOD PKWY												
116523	I 09/19/22	6	11/18/22	81022624	512.00	512.00		512.00			512.00	
Job: 81022624 / IR 3805 CRESTWOOD PKWY Subtotals:						512.00		512.00			512.00	
Job: 81022625 / IR 3885 CRESTWOOD PKWY												
116522	I 09/19/22	6	11/18/22	81022625	512.00	512.00		512.00			512.00	
Job: 81022625 / IR 3885 CRESTWOOD PKWY Subtotals:						512.00		512.00			512.00	
Job: 81022626 / IR 3715 NORTHSIDE PKWY												
116758	I 10/03/22	6	12/02/22	81022626	1,950.00	1,950.00		1,950.00		1,950.00		
Job: 81022626 / IR 3715 NORTHSIDE PKWY Subtotals:						1,950.00		1,950.00		1,950.00		
Job: 81022627 / LPS 3715 NORTHSIDE PKWY												
116757	I 10/03/22	6	12/02/22	81022627	1,200.00	1,200.00		1,200.00		1,200.00		
Job: 81022627 / LPS 3715 NORTHSIDE PKWY Subtotals:						1,200.00		1,200.00		1,200.00		
Job: 81022628 / AF ADD 825 10TH ST NW												
116776	I 10/03/22	6	12/02/22	81022628	6,000.00	6,000.00		6,000.00		6,000.00		
Job: 81022628 / AF ADD 825 10TH ST NW Subtotals:						6,000.00		6,000.00		6,000.00		
Job: 81022629 / IR 1075 PEACHTREE ST												
117110	I 10/27/22	6	12/26/22	81022629	2,925.00	2,925.00		2,925.00	2,925.00			
Job: 81022629 / IR 1075 PEACHTREE ST Subtotals:						2,925.00		2,925.00	2,925.00			
Job: 81022630 / IR 705 BRASELTON IND BLVD												
116858	I 10/07/22	6	12/06/22	81022630	1,950.00	1,950.00		1,950.00		1,950.00		
Job: 81022630 / IR 705 BRASELTON IND BLVD Subtotals:						1,950.00		1,950.00		1,950.00		
Job: 81022631 / AF LABEL 1770 SATELLITE												

Allison-Smith Company LLC

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Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
116762	I 10/03/22	6	12/02/22	81022631	10,000.00	10,000.00		10,000.00		10,000.00		
Job: 81022631 / AF LABEL 1770 SATELLITE Subtotals:						10,000.00		10,000.00		10,000.00		
Job: 81022632 / IR 3290 NSIDE PKWY												
116486	I 09/13/22	6	11/12/22	81022632	975.00	975.00		975.00			975.00	
Job: 81022632 / IR 3290 NSIDE PKWY Subtotals:						975.00		975.00			975.00	
Job: 81022633 / SERVICE 3424 PEACHTREE RD												
116664	I 09/22/22	6	11/21/22	81022633	2,662.00	2,662.00		2,662.00		2,662.00		
Job: 81022633 / SERVICE 3424 PEACHTREE RD Subtotals:						2,662.00		2,662.00		2,662.00		
Job: 81022634 / IR RESCAN BUSS SEC 55 MAR												
116859	I 10/07/22	6	12/06/22	81022634	840.00	840.00		840.00		840.00		
Job: 81022634 / IR RESCAN BUSS SEC 55 MAR Subtotals:						840.00		840.00		840.00		
Job: 81022635 / LPS 1120 SANCTUARY PKWY												
116439	I 09/07/22	6	11/06/22	81022635	1,200.00	1,200.00		1,200.00			1,200.00	
Job: 81022635 / LPS 1120 SANCTUARY PKWY Subtotals:						1,200.00		1,200.00			1,200.00	
Job: 81022636 / IR 315 W PONCE DE LEON												
116440	I 09/07/22	6	11/06/22	81022636	975.00	975.00		975.00			975.00	
Job: 81022636 / IR 315 W PONCE DE LEON Subtotals:						975.00		975.00			975.00	
Job: 81022637 / IR 13010 MORRIS RD												
116751	I 09/30/22	6	11/29/22	81022637	1,950.00	1,950.00		1,950.00		1,950.00		
Job: 81022637 / IR 13010 MORRIS RD Subtotals:						1,950.00		1,950.00		1,950.00		
Job: 81022638 / IR 600 HERAEUS BLVD												
116747	I 09/30/22	6	11/29/22	81022638	2,950.00	2,950.00		2,950.00		2,950.00		
Job: 81022638 / IR 600 HERAEUS BLVD Subtotals:						2,950.00		2,950.00		2,950.00		
Job: 81022639 / IR 743 HILL RD												
116770	I 10/03/22	6	12/02/22	81022639	150.00	150.00		150.00		150.00		
Job: 81022639 / IR 743 HILL RD Subtotals:						150.00		150.00		150.00		
Job: 81022646 / LPS 3100 CUMBERLAND BLVD												
116761	I 10/03/22	6	12/02/22	81022646	1,200.00	1,200.00		1,200.00		1,200.00		
Job: 81022646 / LPS 3100 CUMBERLAND BLVD Subtotals:						1,200.00		1,200.00		1,200.00		
Job: 81022649 / IR 600 W PEACHTREE ST												
116752	I 09/30/22	6	11/29/22	81022649	2,925.00	2,925.00		2,925.00		2,925.00		
Job: 81022649 / IR 600 W PEACHTREE ST Subtotals:						2,925.00		2,925.00		2,925.00		
Job: 81022651 / AF 4451 AIRCRAFT DR STE C												
117066	I 10/25/22	6	12/24/22	81022651	2,500.00	2,500.00		2,500.00	2,500.00			
Job: 81022651 / AF 4451 AIRCRAFT DR STE C Subtotals:						2,500.00		2,500.00	2,500.00			
Job: 81022652 / AF ADDITION 730 PEACHTREE												
116769	I 10/03/22	6	12/02/22	81022652	1,500.00	1,500.00		1,500.00		1,500.00		
Job: 81022652 / AF ADDITION 730 PEACHTREE Subtotals:						1,500.00		1,500.00		1,500.00		
Job: 81022653 / LPS 3445 PEACHTREE RD NE												
116749	I 09/30/22	6	11/29/22	81022653	1,200.00	1,200.00		1,200.00		1,200.00		

Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail AR Aged Open Items Report Sorted by Customer Alpha Code												
Transaction Type		Payment Terms		For The Period Ending: 12/19/22								
Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022653 / LPS 3445 PEACHTREE RD NE Subtotals:					1,200.00		1,200.00		1,200.00			
Job: 81022655 / IR 2100 RIVEREDGE PKWY												
116748	I 09/30/22	6	11/29/22	81022655	975.00		975.00		975.00			
Job: 81022655 / IR 2100 RIVEREDGE PKWY Subtotals:					975.00		975.00		975.00			
Job: 810211067 / SGM-1545 US 22												
115833	I 07/19/22	6	09/17/22	810211067	120,000.00		120,000.00					120,000.00
Job: 810211067 / SGM-1545 US 22 Subtotals:					120,000.00		120,000.00					120,000.00
Job: 810211295 / EI-950 E Paces Ferry Rd												
115872	I 07/21/22	6	09/19/22	810211295	10,500.00		10,500.00					10,500.00
Job: 810211295 / EI-950 E Paces Ferry Rd Subtotals:					10,500.00		10,500.00					10,500.00
Customer 30151 Totals:					1,165,239.50		1,165,239.50	64,279.00	236,973.00	278,675.00	110,955.00	474,357.50
Report Totals:					1,165,239.50		1,165,239.50		236,973.00		110,955.00	
						0.00		64,279.00		278,675.00		474,357.50
								5.52%	20.34%	23.92%	9.52%	40.71%

EXHIBIT B



Antony L. Sanacory
Hudson Lambert Parrott Walker, LLC
3575 Piedmont Road
Building 15, Suite 200
Atlanta, Georgia 30305
404-554-8194
asanacory@hlpwlaw.com

December 20, 2022

VIA CERTIFIED MAIL & EMAIL

Jim Schuster
Chief Executive Officer
Martin Technical
8687 West 108th Avenue
Westminster, CO 80021
jims@marttechnical.com

Cathy Burns
Martin Technical
8687 West 108th Avenue
Westminster, CO 80021
cathyb@marttechnical.com

RE: Demand for Payment on All Outstanding Invoices

Dear Mr. Schuster and Ms. Burns,

This law firm has been retained by Allison-Smith Company ("Allison-Smith") in connection with the above-referenced matter. Allison-Smith hereby makes demand against Martin Technical, Inc. ("Martin") for payment in the amount of \$1,165,239.50 for materials and services supplied by Allison-Smith to Martin in connection with projects performed by Martin.

For ease of reference, I provide herewith a copy of an A/R report showing by invoice number and date all amounts owing from Martin. Allison-Smith performed all agreed services satisfactorily. For each invoice, the scope of work and price were agreed, services provided satisfactorily, and Martin has provided no meaningful disagreement or dispute as to Allison-Smith's entitlement to payment, notwithstanding Allison-Smith having requested explanations as to why Martin has not made payment. Under Georgia law, Martin's refusal to pay amounts not in dispute entitles Allison-Smith to interest from the date each invoice became due, as well as attorney's fees and costs incurred in collecting the unpaid amounts. In addition, because Georgia recognizes that construction funds are received in trust, Allison-Smith is entitled to an accounting of all construction funds received by Martin for each project, and whether or not those funds were improperly diverted instead of being administered properly with payment to Allison-Smith for its work on Martin's projects.

Please contact me to arrange payment of the \$1,165,239.50 within 10 days of your receipt of this letter or legal action will be commenced against Martin and you without further notice. To the extent Martin disputes any invoice, Allison-Smith demands an explanation of the dispute, the amount of such dispute and any basis for the withholding of funds. For any invoices not in dispute, Allison-Smith demands payment of such undisputed invoices at this time.

Sincerely,

A handwritten signature in blue ink that reads "Antony L. Sanacory".

Antony L. Sanacory
Partner

U.S. Postal Service
Certified Mail Receipt

OUTBOUND TRACKING NUMBER
9414 7112 0620 3417 0184 70

RETURN RECEIPT TRACKING NUMBER
9490 9112 0620 3417 0185 11

FEES

Postage per piece	\$1.920
Certified Fee	\$4.000
Return Receipt Fee	\$3.250
Total Postage & Fees:	\$9.170

ARTICLE ADDRESS TO:

CATHY BURTIS
Martin Technical
1157 W CENTURY DR STE 100
LOUISVILLE CO 80027-1737

Postmark
Here

12/21

01261

007

U.S. Postal Service
Certified Mail Receipt

OUTBOUND TRACKING NUMBER
9414 7112 0620 3414 9806 02

RETURN RECEIPT TRACKING NUMBER
9490 9112 0620 3414 9806 99

FEES

Postage per piece	\$1.920
Certified Fee	\$4.000
Return Receipt Fee	\$3.250
Total Postage & Fees:	\$9.170

ARTICLE ADDRESS TO:


JIM SCHUSTER, CEO
Martin Technical
1157 W CENTURY DR STE 100
LOUISVILLE CO 80027-1737

Postmark
Here

12/21

01261

007

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Ensure items 1, 2, and 3 are completed.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature: (<input type="checkbox"/> Addressee or <input type="checkbox"/> Agent)</p> <p>X <i>Kelly R. Ward</i></p>	
		<p>B. Received By: (Printed Name)</p> <p><i>Kelly R. Ward</i></p>	<p>C. Date of Delivery</p> <p>12/27/22</p>
<p>1. Article Addressed to:</p> <p>JIM SCHUSTER, CEO Martin Technical 1157 W CENTURY DR STE 100 LOUISVILLE CO 80027-1737</p>  <p>9490 9112 0620 3414 9806 99</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label)</p> <p>9414 7112 0620 3414 9806 02</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail®</p>	
PS Form 3811 Facsimile, July 2015 (SDC 3930)		Domestic Return Receipt	

Report Selections:

Customer Code: 30151

Salesperson: ALL

Minimum Balance: -99,999,999.99

Job Number: ALL

Project Manager: ALL

Minimum Days Overdue: 0

Customer Type: ALL

G/L Division: ALL

Cost group: ALL

Include Invoice-specific Notes: Yes

Allison-Smith Company LLC
Detail A/R Aged Open Items Report Sorted by Customer Alpha Code
For The Period Ending: 12/19/22

Invoice / Check #	Type		Terms		Job Number	Original Amount	Open Balance			Days Past Due				
			Date	Invoice Due Date			Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS														
Job: 81021981 / AF-1545 US 22														
115412	I	06/13/22	6	08/12/22	81021981	239,000.00	239,000.00		239,000.00					239,000.00
Job: 81021981 / AF-1545 US 22 Subtotals:							239,000.00		239,000.00					239,000.00
Job: 81022032 / SGM-550 Pharr Rd														
116838	I	10/06/22	6	12/05/22	81022032	3,400.00	3,400.00		3,400.00		3,400.00			
Job: 81022032 / SGM-550 Pharr Rd Subtotals:							3,400.00		3,400.00		3,400.00			
Job: 81022042 / IR-133 Peachtree St														
115742	I	07/13/22	6	09/11/22	81022042	5,320.00	5,320.00		5,320.00					5,320.00
Job: 81022042 / IR-133 Peachtree St Subtotals:							5,320.00		5,320.00					5,320.00
Job: 81022048 / AF-360 Newark Pompton														
116839	I	10/06/22	6	12/05/22	81022048	1,500.00	1,500.00		1,500.00		1,500.00			
Job: 81022048 / AF-360 Newark Pompton Subtotals:							1,500.00		1,500.00		1,500.00			
Job: 81022082 / AF-9001 Spectrum Center														
116840	I	10/06/22	6	12/05/22	81022082	3,840.00	3,840.00		3,840.00		3,840.00			
Job: 81022082 / AF-9001 Spectrum Center Subtotals:							3,840.00		3,840.00		3,840.00			
Job: 81022090 / Site Visist-13560 Morris														
117101	I	10/27/22	6	12/26/22	81022090	500.00	500.00		500.00	500.00				
Job: 81022090 / Site Visist-13560 Morris Subtotals:							500.00		500.00	500.00				
Job: 81022122 / EI-1025 Virginia Ave														
116841	I	10/06/22	6	12/05/22	81022122	3,360.00	3,360.00		3,360.00		3,360.00			
Job: 81022122 / EI-1025 Virginia Ave Subtotals:							3,360.00		3,360.00		3,360.00			
Job: 81022125 / AF- 10 South Riverside														
116842	I	10/06/22	6	12/05/22	81022125	750.00	750.00		750.00		750.00			
Job: 81022125 / AF- 10 South Riverside Subtotals:							750.00		750.00		750.00			
Job: 81022126 / IR-11700 GREAT OAKS WAY														
116843	I	10/06/22	6	12/05/22	81022126	975.00	975.00		975.00		975.00			
Job: 81022126 / IR-11700 GREAT OAKS WAY Subtotals:							975.00		975.00		975.00			
Job: 81022127 / IR- 11475 Great Oaks Way														
115834	I	07/19/22	6	09/17/22	81022127	975.00	975.00		975.00					975.00
Job: 81022127 / IR- 11475 Great Oaks Way Subtotals:							975.00		975.00					975.00
Job: 81022130 / IR- 100 Peachtree Street														
116101	I	08/12/22	6	10/11/22	81022130	2,925.00	2,925.00		2,925.00				2,925.00	
Job: 81022130 / IR- 100 Peachtree Street Subtotals:							2,925.00		2,925.00				2,925.00	
Job: 81022135 / AF- 100 Peachtree Street														

Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail AR Aged Open Items Report Sorted by Customer Alpha Code												
Transaction Type		Payment Terms		For The Period Ending: 12/19/22								
Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
115931	I 07/28/22	6 09/26/22	81022135	26,720.00	26,720.00		26,720.00				26,720.00	
Job: 81022135 / AF- 100 Peachtree Street Subtotals:					26,720.00		26,720.00				26,720.00	
Job: 81022142 / LPS- 100 & 200 N Point												
116844	I 10/06/22	6 12/05/22	81022142	4,500.00	4,500.00		4,500.00		4,500.00			
Job: 81022142 / LPS- 100 & 200 N Point Subtotals:					4,500.00		4,500.00		4,500.00			
Job: 81022165 / Emergency call- 133 Peach												
116845	I 10/06/22	6 12/05/22	81022165	1,320.00	1,320.00		1,320.00		1,320.00			
Job: 81022165 / Emergency call- 133 Peach Subtotals:					1,320.00		1,320.00		1,320.00			
Job: 81022166 / IR- 4111 Monarch Way												
116612	I 09/20/22	6 11/19/22	81022166	3,264.00	3,264.00		3,264.00		3,264.00			
Job: 81022166 / IR- 4111 Monarch Way Subtotals:					3,264.00		3,264.00		3,264.00			
Job: 81022167 / IR- 4211 Monarch Way												
116613	I 09/20/22	6 11/19/22	81022167	3,264.00	3,264.00		3,264.00		3,264.00			
Job: 81022167 / IR- 4211 Monarch Way Subtotals:					3,264.00		3,264.00		3,264.00			
Job: 81022168 / SGM- 4211 Monarch Way												
116236	I 08/22/22	6 10/21/22	81022168	7,000.00	7,000.00		7,000.00			7,000.00		
Job: 81022168 / SGM- 4211 Monarch Way Subtotals:					7,000.00		7,000.00			7,000.00		
Job: 81022177 / AF- ADDED LABELS												
117102	I 10/27/22	6 12/26/22	81022177	500.00	500.00		500.00	500.00				
Job: 81022177 / AF- ADDED LABELS Subtotals:					500.00		500.00	500.00				
Job: 81022183 / SGM- BRIDGE COMMERCIAL												
116238	I 08/22/22	6 10/21/22	81022183	3,200.00	3,200.00		3,200.00			3,200.00		
Job: 81022183 / SGM- BRIDGE COMMERCIAL Subtotals:					3,200.00		3,200.00			3,200.00		
Job: 81022188 / AF UPDATE- MAIL LABELS												
115835	I 07/19/22	6 09/17/22	81022188	2,500.00	2,500.00		2,500.00					2,500.00
Job: 81022188 / AF UPDATE- MAIL LABELS Subtotals:					2,500.00		2,500.00					2,500.00
Job: 81022206 / SGM- POPE & LAND												
115743	I 07/13/22	6 09/11/22	81022206	2,400.00	2,400.00		2,400.00					2,400.00
Job: 81022206 / SGM- POPE & LAND Subtotals:					2,400.00		2,400.00					2,400.00
Job: 81022207 / SGM- POPE & LAND												
115765	I 07/14/22	6 09/12/22	81022207	2,400.00	2,400.00		2,400.00					2,400.00
Job: 81022207 / SGM- POPE & LAND Subtotals:					2,400.00		2,400.00					2,400.00
Job: 81022212 / AF UPDATE-MAIL LABELS												
116239	I 08/22/22	6 10/21/22	81022212	1,500.00	1,500.00		1,500.00			1,500.00		
Job: 81022212 / AF UPDATE-MAIL LABELS Subtotals:					1,500.00		1,500.00			1,500.00		
Job: 81022217 / AF & COORDINATION STUDY												
117213	I 11/10/22	6 01/09/23	81022217	49,654.00	49,654.00		49,654.00	49,654.00				
Job: 81022217 / AF & COORDINATION STUDY Subtotals:					49,654.00		49,654.00	49,654.00				
Job: 81022220 / AF UPDATE MAIL LABEL STAR												
116240	I 08/22/22	6 10/21/22	81022220	500.00	500.00		500.00			500.00		

Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code												
Transaction Type		Payment Terms		For The Period Ending: 12/19/22								
Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022220 / AF UPDATE MAIL LABEL STAR Subtotals:					500.00		500.00			500.00		
Job: 81022221 / LPS REPAIRS TRANSWESTERN												
116847	I 10/06/22	6 12/05/22	81022221	750.00	750.00		750.00		750.00			
Job: 81022221 / LPS REPAIRS TRANSWESTERN Subtotals:					750.00		750.00		750.00			
Job: 81022223 / SCCR VENTAS												
116542	I 09/19/22	6 11/18/22	81022223	900.00	900.00		900.00			900.00		
Job: 81022223 / SCCR VENTAS Subtotals:					900.00		900.00			900.00		
Job: 81022224 / SCCR VENTAS BECKLEY												
116541	I 09/19/22	6 11/18/22	81022224	900.00	900.00		900.00			900.00		
Job: 81022224 / SCCR VENTAS BECKLEY Subtotals:					900.00		900.00			900.00		
Job: 81022225 / SCCR VENTAS HERSHLEY												
116540	I 09/19/22	6 11/18/22	81022225	900.00	900.00		900.00			900.00		
Job: 81022225 / SCCR VENTAS HERSHLEY Subtotals:					900.00		900.00			900.00		
Job: 81022229 / LPS REPAIRS CUSHMAN												
116848	I 10/06/22	6 12/05/22	81022229	1,250.00	1,250.00		1,250.00		1,250.00			
Job: 81022229 / LPS REPAIRS CUSHMAN Subtotals:					1,250.00		1,250.00		1,250.00			
Job: 81022246 / SERIES RATING STUDY												
116556	I 09/19/22	6 11/18/22	81022246	2,000.00	2,000.00		2,000.00			2,000.00		
Job: 81022246 / SERIES RATING STUDY Subtotals:					2,000.00		2,000.00			2,000.00		
Job: 81022263 / IR REPAIRS JLL TMOBILE												
117103	I 10/27/22	6 12/26/22	81022263	300.00	300.00		300.00	300.00				
Job: 81022263 / IR REPAIRS JLL TMOBILE Subtotals:					300.00		300.00	300.00				
Job: 81022265 / IR REPAIRS JLL TMOBILE												
116241	I 08/22/22	6 10/21/22	81022265	300.00	300.00		300.00			300.00		
Job: 81022265 / IR REPAIRS JLL TMOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022266 / IR REPAIRS JLL TMOBILE												
116242	I 08/22/22	6 10/21/22	81022266	300.00	300.00		300.00			300.00		
Job: 81022266 / IR REPAIRS JLL TMOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022267 / IR REPAIRS JLL TMOBILE												
116243	I 08/22/22	6 10/21/22	81022267	300.00	300.00		300.00			300.00		
Job: 81022267 / IR REPAIRS JLL TMOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022268 / IR REPAIRS JLL TMOBILE												
116244	I 08/22/22	6 10/21/22	81022268	300.00	300.00		300.00			300.00		
Job: 81022268 / IR REPAIRS JLL TMOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022269 / IR REPAIRS JLL TMOBILE												
116248	I 08/22/22	6 10/21/22	81022269	300.00	300.00		300.00			300.00		
Job: 81022269 / IR REPAIRS JLL TMOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022270 / IR TRANSWESTERN												
116557	I 09/19/22	6 11/18/22	81022270	2,925.00	2,925.00		2,925.00			2,925.00		
Job: 81022270 / IR TRANSWESTERN Subtotals:					2,925.00		2,925.00			2,925.00		

Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail AR Aged Open Items Report Sorted by Customer Alpha Code												
Transaction Type		Payment Terms		For The Period Ending: 12/19/22								
Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022272 / IR REPAIR TRANSWESTERN												
116249	I 08/22/22	6 10/21/22	81022272	2,925.00	2,925.00		2,925.00			2,925.00		
Job: 81022272 / IR REPAIR TRANSWESTERN Subtotals:					2,925.00		2,925.00			2,925.00		
Job: 81022273 / IR REPAIR TRANSWESTERN												
116250	I 08/22/22	6 10/21/22	81022273	2,925.00	2,925.00		2,925.00			2,925.00		
Job: 81022273 / IR REPAIR TRANSWESTERN Subtotals:					2,925.00		2,925.00			2,925.00		
Job: 81022278 / IR RESMED												
115836	I 07/19/22	6 09/17/22	81022278	975.00	975.00		975.00					975.00
Job: 81022278 / IR RESMED Subtotals:					975.00		975.00					975.00
Job: 81022279 / AF SHORENSTEIN												
116251	I 08/22/22	6 10/21/22	81022279	2,500.00	2,500.00		2,500.00			2,500.00		
Job: 81022279 / AF SHORENSTEIN Subtotals:					2,500.00		2,500.00			2,500.00		
Job: 81022281 / AF PRINT LABELS PRIOR												
116260	I 08/22/22	6 10/21/22	81022281	500.00	500.00		500.00			500.00		
Job: 81022281 / AF PRINT LABELS PRIOR Subtotals:					500.00		500.00			500.00		
Job: 81022282 / AF PRINT LABELS PRIOR												
116614	I 09/20/22	6 11/19/22	81022282	1,200.00	1,200.00		1,200.00		1,200.00			
Job: 81022282 / AF PRINT LABELS PRIOR Subtotals:					1,200.00		1,200.00		1,200.00			
Job: 81022291 / AF W/LABELING COUSINS												
115977	I 07/31/22	6 09/29/22	81022291	11,500.00	11,500.00		11,500.00				11,500.00	
Job: 81022291 / AF W/LABELING COUSINS Subtotals:					11,500.00		11,500.00				11,500.00	
Job: 81022292 / AF W/LABELING COUSINS												
115978	I 07/31/22	6 09/29/22	81022292	10,525.00	10,525.00		10,525.00				10,525.00	
Job: 81022292 / AF W/LABELING COUSINS Subtotals:					10,525.00		10,525.00				10,525.00	
Job: 81022295 / AF W/LABELING												
115837	I 07/19/22	6 09/17/22	81022295	10,000.00	10,000.00		10,000.00					10,000.00
Job: 81022295 / AF W/LABELING Subtotals:					10,000.00		10,000.00					10,000.00
Job: 81022296 / AF W/LABELING												
115838	I 07/19/22	6 09/17/22	81022296	10,000.00	10,000.00		10,000.00					10,000.00
Job: 81022296 / AF W/LABELING Subtotals:					10,000.00		10,000.00					10,000.00
Job: 81022301 / IR JLL T MOBILE												
116554	I 09/19/22	6 11/18/22	81022301	300.00	300.00		300.00			300.00		
Job: 81022301 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022302 / IR JLL T MOBILE												
116547	I 09/19/22	6 11/18/22	81022302	300.00	300.00		300.00			300.00		
Job: 81022302 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022303 / IR JLL T MOBILE												
116546	I 09/19/22	6 11/18/22	81022303	300.00	300.00		300.00			300.00		
Job: 81022303 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022304 / IR JLL T MOBILE												

Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail ARK Aged Open Items Report Sorted by Customer Alpha Code												
Transaction Type		Payment Terms		For The Period Ending: 12/19/22								
Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
116539	I 09/19/22	6	11/18/22	81022304	985.00	985.00		985.00				
Job: 81022304 / IR JLL T MOBILE Subtotals:						985.00		985.00				
Job: 81022305 / IR JLL T MOBILE												
116545	I 09/19/22	6	11/18/22	81022305	300.00	300.00		300.00				
Job: 81022305 / IR JLL T MOBILE Subtotals:						300.00		300.00				
Job: 81022306 / IR JLL T MOBILE												
116538	I 09/19/22	6	11/18/22	81022306	300.00	300.00		300.00				
Job: 81022306 / IR JLL T MOBILE Subtotals:						300.00		300.00				
Job: 81022307 / AF W/LABELING												
115839	I 07/19/22	6	09/17/22	81022307	10,000.00	10,000.00		10,000.00				10,000.00
Job: 81022307 / AF W/LABELING Subtotals:						10,000.00		10,000.00				10,000.00
Job: 81022308 / AF W/LABELING												
115840	I 07/19/22	6	09/17/22	81022308	6,700.00	6,700.00		6,700.00				6,700.00
Job: 81022308 / AF W/LABELING Subtotals:						6,700.00		6,700.00				6,700.00
Job: 81022309 / AF W/LABELING												
115841	I 07/19/22	6	09/17/22	81022309	6,700.00	6,700.00		6,700.00				6,700.00
Job: 81022309 / AF W/LABELING Subtotals:						6,700.00		6,700.00				6,700.00
Job: 81022310 / LPS TRANSWESTERN												
115643	I 07/06/22	6	09/04/22	81022310	1,200.00	1,200.00		1,200.00				1,200.00
Job: 81022310 / LPS TRANSWESTERN Subtotals:						1,200.00		1,200.00				1,200.00
Job: 81022311 / AF MAIL LABELS												
115842	I 07/19/22	6	09/17/22	81022311	2,500.00	2,500.00		2,500.00				2,500.00
Job: 81022311 / AF MAIL LABELS Subtotals:						2,500.00		2,500.00				2,500.00
Job: 81022314 / IR JLL T MOBILE												
116553	I 09/19/22	6	11/18/22	81022314	300.00	300.00		300.00			300.00	
Job: 81022314 / IR JLL T MOBILE Subtotals:						300.00		300.00			300.00	
Job: 81022315 / IR JLL T MOBILE												
116552	I 09/19/22	6	11/18/22	81022315	300.00	300.00		300.00			300.00	
Job: 81022315 / IR JLL T MOBILE Subtotals:						300.00		300.00			300.00	
Job: 81022316 / AF JOHN HANCOCK												
115979	I 07/31/22	6	09/29/22	81022316	20,100.00	20,100.00		20,100.00			20,100.00	
Job: 81022316 / AF JOHN HANCOCK Subtotals:						20,100.00		20,100.00			20,100.00	
Job: 81022319 / SGM JOHN HANCOCK												
116766	I 10/03/22	6	12/02/22	81022319	6,860.00	6,860.00		6,860.00	6,860.00			
Job: 81022319 / SGM JOHN HANCOCK Subtotals:						6,860.00		6,860.00	6,860.00			
Job: 81022320 / IR JLL T MOBILE												
116551	I 09/19/22	6	11/18/22	81022320	300.00	300.00		300.00			300.00	
Job: 81022320 / IR JLL T MOBILE Subtotals:						300.00		300.00			300.00	
Job: 81022321 / IR JLL T MOBILE												
116550	I 09/19/22	6	11/18/22	81022321	300.00	300.00		300.00			300.00	

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Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code												
Transaction Type		Payment Terms		For The Period Ending: 12/19/22								
Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022336 / AF W/LABELING PIEDMONT												
116617	I 09/20/22	6 11/19/22	81022336	1,800.00	1,800.00		1,800.00		1,800.00			
Job: 81022336 / AF W/LABELING PIEDMONT Subtotals:					1,800.00		1,800.00		1,800.00			
Job: 81022337 / AF W/LABELING PIEDMONT												
115703	I 07/07/22	6 09/05/22	81022337	5,000.00	5,000.00		5,000.00					5,000.00
Job: 81022337 / AF W/LABELING PIEDMONT Subtotals:					5,000.00		5,000.00					5,000.00
Job: 81022338 / AF W/LABELING PIEDMONT												
116618	I 09/20/22	6 11/19/22	81022338	1,200.00	1,200.00		1,200.00		1,200.00			
Job: 81022338 / AF W/LABELING PIEDMONT Subtotals:					1,200.00		1,200.00		1,200.00			
Job: 81022339 / AF W/LABELING PIEDMONT												
116619	I 09/20/22	6 11/19/22	81022339	1,200.00	1,200.00		1,200.00		1,200.00			
Job: 81022339 / AF W/LABELING PIEDMONT Subtotals:					1,200.00		1,200.00		1,200.00			
Job: 81022340 / AF W/LABELING PIEDMONT												
116620	I 09/20/22	6 11/19/22	81022340	2,500.00	2,500.00		2,500.00		2,500.00			
Job: 81022340 / AF W/LABELING PIEDMONT Subtotals:					2,500.00		2,500.00		2,500.00			
Job: 81022341 / AF W/LABELING PIEDMONT												
116625	I 09/20/22	6 11/19/22	81022341	1,200.00	1,200.00		1,200.00		1,200.00			
Job: 81022341 / AF W/LABELING PIEDMONT Subtotals:					1,200.00		1,200.00		1,200.00			
Job: 81022342 / AF W/LABELING PIEDMONT												
116626	I 09/20/22	6 11/19/22	81022342	1,200.00	1,200.00		1,200.00		1,200.00			
Job: 81022342 / AF W/LABELING PIEDMONT Subtotals:					1,200.00		1,200.00		1,200.00			
Job: 81022343 / AF W/LABELING PIEDMONT												
116627	I 09/20/22	6 11/19/22	81022343	1,500.00	1,500.00		1,500.00		1,500.00			
Job: 81022343 / AF W/LABELING PIEDMONT Subtotals:					1,500.00		1,500.00		1,500.00			
Job: 81022344 / AF W/LABELING PIEDMONT												
116587	I 09/19/22	6 11/18/22	81022344	1,200.00	1,200.00		1,200.00				1,200.00	
Job: 81022344 / AF W/LABELING PIEDMONT Subtotals:					1,200.00		1,200.00				1,200.00	
Job: 81022345 / AF W/LABELING PIEDMONT												
116589	I 09/19/22	6 11/18/22	81022345	1,200.00	1,200.00		1,200.00				1,200.00	
Job: 81022345 / AF W/LABELING PIEDMONT Subtotals:					1,200.00		1,200.00				1,200.00	
Job: 81022346 / AF W/LABELING PIEDMONT												
116590	I 09/19/22	6 11/18/22	81022346	600.00	600.00		600.00				600.00	
Job: 81022346 / AF W/LABELING PIEDMONT Subtotals:					600.00		600.00				600.00	
Job: 81022347 / AF W/LABELING PIEDMONT												
116628	I 09/20/22	6 11/19/22	81022347	900.00	900.00		900.00		900.00			
Job: 81022347 / AF W/LABELING PIEDMONT Subtotals:					900.00		900.00		900.00			
Job: 81022348 / AF W/LABELING PIEDMONT												
117104	I 10/27/22	6 12/26/22	81022348	1,000.00	1,000.00		1,000.00	1,000.00				
Job: 81022348 / AF W/LABELING PIEDMONT Subtotals:					1,000.00		1,000.00	1,000.00				
Job: 81022349 / AF W/LABELING PIEDMONT												

Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail ARK Aged Open Items Report Sorted by Customer Alpha Code													
Transaction Type		Payment Terms		For The Period Ending: 12/19/22									
Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due					
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days	
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)													
116849	I 10/06/22	6	12/05/22	81022349	900.00	900.00		900.00					
Job: 81022349 / AF W/LABELING PIEDMONT Subtotals:						900.00		900.00		900.00			
Job: 81022350 / AF W/LABELING PIEDMONT													
117105	I 10/27/22	6	12/26/22	81022350	1,000.00	1,000.00		1,000.00					
Job: 81022350 / AF W/LABELING PIEDMONT Subtotals:						1,000.00		1,000.00		1,000.00			
Job: 81022351 / AF W/LABELING PIEDMONT													
116536	I 09/19/22	6	11/18/22	81022351	1,200.00	1,200.00		1,200.00				1,200.00	
Job: 81022351 / AF W/LABELING PIEDMONT Subtotals:						1,200.00		1,200.00				1,200.00	
Job: 81022352 / AF W/LABELING PIEDMONT													
116783	I 10/03/22	6	12/02/22	81022352	2,000.00	2,000.00		2,000.00			2,000.00		
Job: 81022352 / AF W/LABELING PIEDMONT Subtotals:						2,000.00		2,000.00			2,000.00		
Job: 81022353 / AF W/LABELING PIEDMONT													
116558	I 09/19/22	6	11/18/22	81022353	2,000.00	2,000.00		2,000.00				2,000.00	
Job: 81022353 / AF W/LABELING PIEDMONT Subtotals:						2,000.00		2,000.00				2,000.00	
Job: 81022354 / AF W/LABELING PIEDMONT													
116774	I 10/03/22	6	12/02/22	81022354	2,000.00	2,000.00		2,000.00			2,000.00		
Job: 81022354 / AF W/LABELING PIEDMONT Subtotals:						2,000.00		2,000.00			2,000.00		
Job: 81022355 / AF W/LABELING PIEDMONT													
116773	I 10/03/22	6	12/02/22	81022355	2,000.00	2,000.00		2,000.00			2,000.00		
Job: 81022355 / AF W/LABELING PIEDMONT Subtotals:						2,000.00		2,000.00			2,000.00		
Job: 81022359 / AF W/LABELING PIEDMONT													
116784	I 10/03/22	6	12/02/22	81022359	2,000.00	2,000.00		2,000.00			2,000.00		
Job: 81022359 / AF W/LABELING PIEDMONT Subtotals:						2,000.00		2,000.00			2,000.00		
Job: 81022360 / AF W/LABELING PIEDMONT													
116785	I 10/03/22	6	12/02/22	81022360	2,000.00	2,000.00		2,000.00			2,000.00		
Job: 81022360 / AF W/LABELING PIEDMONT Subtotals:						2,000.00		2,000.00			2,000.00		
Job: 81022385 / AF W/LABELING JLL													
116312	I 08/24/22	6	10/23/22	81022385	2,255.00	2,255.00		2,255.00				2,255.00	
Job: 81022385 / AF W/LABELING JLL Subtotals:						2,255.00		2,255.00				2,255.00	
Job: 81022386 / AF W/LABELING JLL													
116296	I 08/25/22	6	10/24/22	81022386	5,725.00	5,725.00		5,725.00				5,725.00	
Job: 81022386 / AF W/LABELING JLL Subtotals:						5,725.00		5,725.00				5,725.00	
Job: 81022387 / AF W/LABELING JLL													
116714	I 09/28/22	6	11/27/22	81022387	3,835.00	3,835.00		3,835.00			3,835.00		
Job: 81022387 / AF W/LABELING JLL Subtotals:						3,835.00		3,835.00			3,835.00		
Job: 81022388 / AF W/LABELING JLL													
116715	I 09/28/22	6	11/27/22	81022388	8,495.00	8,495.00		8,495.00			8,495.00		
Job: 81022388 / AF W/LABELING JLL Subtotals:						8,495.00		8,495.00			8,495.00		
Job: 81022389 / AF W/LABELING JLL													
116313	I 08/24/22	6	10/23/22	81022389	5,095.00	5,095.00		5,095.00				5,095.00	

Allison-Smith Company LLC

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For The Period Ending: 12/19/22

Detail ARK Aged Open Items Report Sorted by Customer Alpha Code												
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Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022389 / AF W/LABELING JLL Subtotals:					5,095.00		5,095.00			5,095.00		
Job: 81022390 / AF W/LABELING JLL												
116716	I 09/28/22	6 11/27/22	81022390	5,450.00	5,450.00		5,450.00		5,450.00			
Job: 81022390 / AF W/LABELING JLL Subtotals:					5,450.00		5,450.00		5,450.00			
Job: 81022391 / AF W/LABELING JLL												
116314	I 08/24/22	6 10/23/22	81022391	5,095.00	5,095.00		5,095.00			5,095.00		
Job: 81022391 / AF W/LABELING JLL Subtotals:					5,095.00		5,095.00			5,095.00		
Job: 81022393 / AF W/LABELING JLL												
116717	I 09/28/22	6 11/27/22	81022393	2,630.00	2,630.00		2,630.00		2,630.00			
Job: 81022393 / AF W/LABELING JLL Subtotals:					2,630.00		2,630.00		2,630.00			
Job: 81022394 / AF W/LABELING JLL												
116718	I 09/28/22	6 11/27/22	81022394	2,755.00	2,755.00		2,755.00		2,755.00			
Job: 81022394 / AF W/LABELING JLL Subtotals:					2,755.00		2,755.00		2,755.00			
Job: 81022395 / AF W/LABELING JLL												
116719	I 09/28/22	6 11/27/22	81022395	2,630.00	2,630.00		2,630.00		2,630.00			
Job: 81022395 / AF W/LABELING JLL Subtotals:					2,630.00		2,630.00		2,630.00			
Job: 81022396 / AF W/LABELING JLL												
116315	I 08/24/22	6 10/23/22	81022396	5,725.00	5,725.00		5,725.00			5,725.00		
Job: 81022396 / AF W/LABELING JLL Subtotals:					5,725.00		5,725.00			5,725.00		
Job: 81022399 / AF W/LABELING JLL												
116316	I 08/24/22	6 10/23/22	81022399	11,605.00	11,605.00		11,605.00			11,605.00		
Job: 81022399 / AF W/LABELING JLL Subtotals:					11,605.00		11,605.00			11,605.00		
Job: 81022401 / AF W/LABELING JLL												
116317	I 08/24/22	6 10/23/22	81022401	11,605.00	11,605.00		11,605.00			11,605.00		
Job: 81022401 / AF W/LABELING JLL Subtotals:					11,605.00		11,605.00			11,605.00		
Job: 81022428 / IR ZELLER REALTY												
115912	I 07/26/22	6 09/24/22	81022428	975.00	975.00		975.00				975.00	
Job: 81022428 / IR ZELLER REALTY Subtotals:					975.00		975.00				975.00	
Job: 81022445 / IR SIMPSON												
115351	I 06/13/22	6 08/12/22	81022445	975.00	975.00		975.00					975.00
Job: 81022445 / IR SIMPSON Subtotals:					975.00		975.00					975.00
Job: 81022447 / AF W/LABELING HERSCHEND												
116530	I 09/19/22	6 11/18/22	81022447	23,500.00	23,500.00		23,500.00			23,500.00		
Job: 81022447 / AF W/LABELING HERSCHEND Subtotals:					23,500.00		23,500.00			23,500.00		
Job: 81022450 / AF- MAIL LABELS AMERICOLD												
116261	I 08/22/22	6 10/21/22	81022450	2,500.00	2,500.00		2,500.00			2,500.00		
Job: 81022450 / AF- MAIL LABELS AMERICOLD Subtotals:					2,500.00		2,500.00			2,500.00		
Job: 81022451 / IR TRANSWESTERN												
116850	I 10/06/22	6 12/05/22	81022451	2,925.00	2,925.00		2,925.00		2,925.00			
Job: 81022451 / IR TRANSWESTERN Subtotals:					2,925.00		2,925.00		2,925.00			

Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail ARK Aged Open Items Report Sorted by Customer Alpha Code												
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Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022453 / IR BOEHRINGER												
115741	I 07/13/22	6 09/11/22	81022453	3,900.00	3,900.00		3,900.00					3,900.00
Job: 81022453 / IR BOEHRINGER Subtotals:					3,900.00		3,900.00					3,900.00
Job: 81022455 / IR JLL T MOBILE												
116591	I 09/19/22	6 11/18/22	81022455	300.00	300.00		300.00			300.00		
Job: 81022455 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022457 / IR JLL T MOBILE												
116592	I 09/19/22	6 11/18/22	81022457	300.00	300.00		300.00			300.00		
Job: 81022457 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022458 / IR JLL T MOBILE												
116593	I 09/19/22	6 11/18/22	81022458	300.00	300.00		300.00			300.00		
Job: 81022458 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022459 / IR JLL T MOBILE												
116629	I 09/20/22	6 11/19/22	81022459	300.00	300.00		300.00		300.00			
Job: 81022459 / IR JLL T MOBILE Subtotals:					300.00		300.00		300.00			
Job: 81022460 / IR JLL T MOBILE												
116630	I 09/20/22	6 11/19/22	81022460	300.00	300.00		300.00		300.00			
Job: 81022460 / IR JLL T MOBILE Subtotals:					300.00		300.00		300.00			
Job: 81022462 / IR JLL T MOBILE												
116594	I 09/19/22	6 11/18/22	81022462	300.00	300.00		300.00			300.00		
Job: 81022462 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022463 / IR JLL T MOBILE												
116595	I 09/19/22	6 11/18/22	81022463	300.00	300.00		300.00			300.00		
Job: 81022463 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022464 / IR JLL T MOBILE												
116596	I 09/19/22	6 11/18/22	81022464	300.00	300.00		300.00			300.00		
Job: 81022464 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022465 / IR JLL T MOBILE												
116631	I 09/20/22	6 11/19/22	81022465	300.00	300.00		300.00		300.00			
Job: 81022465 / IR JLL T MOBILE Subtotals:					300.00		300.00		300.00			
Job: 81022466 / IR JLL T MOBILE												
116597	I 09/19/22	6 11/18/22	81022466	300.00	300.00		300.00			300.00		
Job: 81022466 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022467 / IR JLL T MOBILE												
116599	I 09/19/22	6 11/18/22	81022467	300.00	300.00		300.00			300.00		
Job: 81022467 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022468 / IR JLL T MOBILE												
116600	I 09/19/22	6 11/18/22	81022468	300.00	300.00		300.00			300.00		
Job: 81022468 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00		
Job: 81022469 / IR JLL T MOBILE												

Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail AR Aged Open Items Report Sorted by Customer Alpha Code														
Transaction Type		Payment Terms		For The Period Ending: 12/19/22										
Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due						
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days		
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)														
116527	I 09/19/22	6 11/18/22	81022469	300.00	300.00		300.00			300.00				
Job: 81022469 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00				
Job: 81022470 / IR JLL T MOBILE														
117065	I 10/25/22	6 12/24/22	81022470	300.00	300.00		300.00	300.00						
Job: 81022470 / IR JLL T MOBILE Subtotals:					300.00		300.00	300.00						
Job: 81022471 / AF W/LABELING HINES														
115844	I 07/19/22	6 09/17/22	81022471	3,450.00	3,450.00		3,450.00							3,450.00
Job: 81022471 / AF W/LABELING HINES Subtotals:					3,450.00		3,450.00							3,450.00
Job: 81022472 / IR COUSINS														
116262	I 08/22/22	6 10/21/22	81022472	1,950.00	1,950.00		1,950.00			1,950.00				
Job: 81022472 / IR COUSINS Subtotals:					1,950.00		1,950.00			1,950.00				
Job: 81022473 / IR COUSINS														
116263	I 08/22/22	6 10/21/22	81022473	1,950.00	1,950.00		1,950.00			1,950.00				
Job: 81022473 / IR COUSINS Subtotals:					1,950.00		1,950.00			1,950.00				
Job: 81022474 / IR JLL T MOBILE														
116264	I 08/22/22	6 10/21/22	81022474	300.00	300.00		300.00			300.00				
Job: 81022474 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00				
Job: 81022475 / IR JLL T MOBILE														
117106	I 10/27/22	6 12/26/22	81022475	300.00	300.00		300.00	300.00						
Job: 81022475 / IR JLL T MOBILE Subtotals:					300.00		300.00	300.00						
Job: 81022476 / IR JLL T MOBILE														
116772	I 10/03/22	6 12/02/22	81022476	400.00	400.00		400.00			400.00				
Job: 81022476 / IR JLL T MOBILE Subtotals:					400.00		400.00			400.00				
Job: 81022477 / IR JLL T MOBILE														
117064	I 10/25/22	6 12/24/22	81022477	300.00	300.00		300.00	300.00						
Job: 81022477 / IR JLL T MOBILE Subtotals:					300.00		300.00	300.00						
Job: 81022478 / IR JLL T MOBILE														
116765	I 10/03/22	6 12/02/22	81022478	300.00	300.00		300.00			300.00				
Job: 81022478 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00				
Job: 81022479 / IR JLL T MOBILE														
116786	I 10/03/22	6 12/02/22	81022479	400.00	400.00		400.00			400.00				
Job: 81022479 / IR JLL T MOBILE Subtotals:					400.00		400.00			400.00				
Job: 81022482 / IR JLL T MOBILE														
116787	I 10/03/22	6 12/02/22	81022482	400.00	400.00		400.00			400.00				
Job: 81022482 / IR JLL T MOBILE Subtotals:					400.00		400.00			400.00				
Job: 81022483 / IR JLL T MOBILE														
116764	I 10/03/22	6 12/02/22	81022483	300.00	300.00		300.00			300.00				
Job: 81022483 / IR JLL T MOBILE Subtotals:					300.00		300.00			300.00				
Job: 81022485 / AF W/LABELS														
116265	I 08/22/22	6 10/21/22	81022485	500.00	500.00		500.00				500.00			

Allison-Smith Company LLC

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For The Period Ending: 12/19/22

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Transaction Type		Payment Terms		Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance		Days Past Due				
									Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)															
Job: 81022485 / AF W/LABELS Subtotals:									500.00		500.00			500.00	
Job: 81022486 / AF W/LABELS															
116266	I	08/22/22	6	10/21/22	81022486		500.00	500.00		500.00			500.00		
Job: 81022486 / AF W/LABELS Subtotals:									500.00		500.00			500.00	
Job: 81022487 / IR TK ELEVATOR															
115980	I	07/31/22	6	09/29/22	81022487		1,950.00	1,950.00		1,950.00			1,950.00		
Job: 81022487 / IR TK ELEVATOR Subtotals:									1,950.00		1,950.00			1,950.00	
Job: 81022488 / IR LIBERTY TIRE															
117107	I	10/27/22	6	12/26/22	81022488		500.00	500.00		500.00	500.00				
Job: 81022488 / IR LIBERTY TIRE Subtotals:									500.00		500.00	500.00			
Job: 81022490 / IR JLL T MOBILE															
116768	I	10/03/22	6	12/02/22	81022490		400.00	400.00		400.00		400.00			
Job: 81022490 / IR JLL T MOBILE Subtotals:									400.00		400.00		400.00		
Job: 81022491 / AF W/LABELING															
116345	I	08/29/22	6	10/28/22	81022491		6,125.00	6,125.00		6,125.00			6,125.00		
Job: 81022491 / AF W/LABELING Subtotals:									6,125.00		6,125.00			6,125.00	
Job: 81022492 / IR JLL T MOBILE															
116337	I	08/26/22	6	10/25/22	81022492		975.00	975.00		975.00			975.00		
Job: 81022492 / IR JLL T MOBILE Subtotals:									975.00		975.00			975.00	
Job: 81022493 / AF W/LABELING															
116632	I	09/20/22	6	11/19/22	81022493		8,000.00	8,000.00		8,000.00		8,000.00			
Job: 81022493 / AF W/LABELING Subtotals:									8,000.00		8,000.00		8,000.00		
Job: 81022494 / AF UPDATE LABEL STREAM															
115728	I	07/11/22	6	09/09/22	81022494		12,250.00	12,250.00		12,250.00				12,250.00	
Job: 81022494 / AF UPDATE LABEL STREAM Subtotals:									12,250.00		12,250.00				12,250.00
Job: 81022495 / SGM STREAM REALTY															
116559	I	09/19/22	6	11/18/22	81022495		6,798.00	6,798.00		6,798.00			6,798.00		
Job: 81022495 / SGM STREAM REALTY Subtotals:									6,798.00		6,798.00			6,798.00	
Job: 81022496 / IR BON SECOURS															
116633	I	09/20/22	6	11/19/22	81022496		300.00	300.00		300.00		300.00			
Job: 81022496 / IR BON SECOURS Subtotals:									300.00		300.00		300.00		
Job: 81022497 / AF BON SECOURS															
116634	I	09/20/22	6	11/19/22	81022497		1,800.00	1,800.00		1,800.00		1,800.00			
Job: 81022497 / AF BON SECOURS Subtotals:									1,800.00		1,800.00		1,800.00		
Job: 81022503 / IR-14567 GA HWY 36															
115747	I	07/13/22	6	09/11/22	81022503		1,950.00	1,950.00		1,950.00				1,950.00	
Job: 81022503 / IR-14567 GA HWY 36 Subtotals:									1,950.00		1,950.00				1,950.00
Job: 81022504 / LPS-1170 PEACHTREE ST															
116851	I	10/06/22	6	12/05/22	81022504		1,264.00	1,264.00		1,264.00		1,264.00			
Job: 81022504 / LPS-1170 PEACHTREE ST Subtotals:									1,264.00		1,264.00		1,264.00		

Allison-Smith Company LLC

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Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022505 / IR-685 CEDAR CREST RD												
115929	I 07/28/22	6 09/26/22	81022505	5,850.00	5,850.00		5,850.00				5,850.00	
Job: 81022505 / IR-685 CEDAR CREST RD Subtotals:					5,850.00		5,850.00				5,850.00	
Job: 81022506 / IR-17 EXECUTIVE PARK												
115986	I 07/31/22	6 09/29/22	81022506	2,150.00	2,150.00		2,150.00				2,150.00	
Job: 81022506 / IR-17 EXECUTIVE PARK Subtotals:					2,150.00		2,150.00				2,150.00	
Job: 81022509 / ELE-3925 BROOKSIDE PKWY												
116346	I 08/29/22	6 10/28/22	81022509	5,000.00	5,000.00		5,000.00			5,000.00		
Job: 81022509 / ELE-3925 BROOKSIDE PKWY Subtotals:					5,000.00		5,000.00			5,000.00		
Job: 81022510 / SGM-3925 BROOKSIDE PKWY												
116347	I 08/29/22	6 10/28/22	81022510	3,000.00	3,000.00		3,000.00			3,000.00		
Job: 81022510 / SGM-3925 BROOKSIDE PKWY Subtotals:					3,000.00		3,000.00			3,000.00		
Job: 81022511 / SGM-100 HERAEUS BLVD												
116598	I 09/19/22	6 11/18/22	81022511	14,000.00	14,000.00		14,000.00			14,000.00		
Job: 81022511 / SGM-100 HERAEUS BLVD Subtotals:					14,000.00		14,000.00			14,000.00		
Job: 81022512 / IR-1180 W PEACHTREE ST												
115845	I 07/19/22	6 09/17/22	81022512	1,950.00	1,950.00		1,950.00					1,950.00
Job: 81022512 / IR-1180 W PEACHTREE ST Subtotals:					1,950.00		1,950.00					1,950.00
Job: 81022513 / ELE-1400 HOLOCOMB BRIDGE												
117108	I 10/27/22	6 12/26/22	81022513	2,000.00	2,000.00		2,000.00	2,000.00				
Job: 81022513 / ELE-1400 HOLOCOMB BRIDGE Subtotals:					2,000.00		2,000.00	2,000.00				
Job: 81022514 / IR-3290 NORTHSIDE PKWY												
115739	I 07/13/22	6 09/11/22	81022514	487.50	487.50		487.50					487.50
Job: 81022514 / IR-3290 NORTHSIDE PKWY Subtotals:					487.50		487.50					487.50
Job: 81022515 / AF-3003 SUMMIT BLVD												
116771	I 10/03/22	6 12/02/22	81022515	13,000.00	13,000.00		13,000.00		13,000.00			
Job: 81022515 / AF-3003 SUMMIT BLVD Subtotals:					13,000.00		13,000.00		13,000.00			
Job: 81022516 / IR-55 MARIETTA												
116537	I 09/19/22	6 11/18/22	81022516	2,922.00	2,922.00		2,922.00			2,922.00		
Job: 81022516 / IR-55 MARIETTA Subtotals:					2,922.00		2,922.00			2,922.00		
Job: 81022517 / IR-2000 SEQUOYAH												
115930	I 07/28/22	6 09/26/22	81022517	3,800.00	3,800.00		3,800.00				3,800.00	
Job: 81022517 / IR-2000 SEQUOYAH Subtotals:					3,800.00		3,800.00				3,800.00	
Job: 81022518 / IR-1270 NUCLEAR PLANT RD												
116543	I 09/19/22	6 11/18/22	81022518	3,325.00	3,325.00		3,325.00			3,325.00		
Job: 81022518 / IR-1270 NUCLEAR PLANT RD Subtotals:					3,325.00		3,325.00			3,325.00		
Job: 81022519 / IR-714 SWAN POND RD												
116560	I 09/19/22	6 11/18/22	81022519	2,765.00	2,765.00		2,765.00			2,765.00		
Job: 81022519 / IR-714 SWAN POND RD Subtotals:					2,765.00		2,765.00			2,765.00		
Job: 81022520 / IR-950 INDUSTRIAL BLVD												

Allison-Smith Company LLC

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Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
115764	I 07/14/22	6 09/12/22	81022520	975.00	975.00		975.00					975.00
Job: 81022520 / IR-950 INDUSTRIAL BLVD Subtotals:					975.00		975.00					975.00
Job: 81022521 / IR-725 PONCE DELEON AVE												
116100	I 08/12/22	6 10/11/22	81022521	975.00	975.00		975.00				975.00	
Job: 81022521 / IR-725 PONCE DELEON AVE Subtotals:					975.00		975.00				975.00	
Job: 81022523 / AF-2001 ALL RIVER RD												
116561	I 09/19/22	6 11/18/22	81022523	3,250.00	3,250.00		3,250.00			3,250.00		
Job: 81022523 / AF-2001 ALL RIVER RD Subtotals:					3,250.00		3,250.00			3,250.00		
Job: 81022524 / IR-4005 FULTON INDUSTRIAL												
116562	I 09/19/22	6 11/18/22	81022524	300.00	300.00		300.00			300.00		
Job: 81022524 / IR-4005 FULTON INDUSTRIAL Subtotals:					300.00		300.00			300.00		
Job: 81022526 / IR-5680 NEW NORTHSIDE DR												
116563	I 09/19/22	6 11/18/22	81022526	300.00	300.00		300.00			300.00		
Job: 81022526 / IR-5680 NEW NORTHSIDE DR Subtotals:					300.00		300.00			300.00		
Job: 81022527 / SG BREAKER TESTING												
116269	I 08/22/22	6 10/21/22	81022527	2,800.00	2,800.00		2,800.00			2,800.00		
Job: 81022527 / SG BREAKER TESTING Subtotals:					2,800.00		2,800.00			2,800.00		
Job: 81022528 / IR-1265 EDGEMOOR RD												
116535	I 09/19/22	6 11/18/22	81022528	3,300.00	3,300.00		3,300.00			3,300.00		
Job: 81022528 / IR-1265 EDGEMOOR RD Subtotals:					3,300.00		3,300.00			3,300.00		
Job: 81022529 / IR-299 TVA POND RD												
116544	I 09/19/22	6 11/18/22	81022529	2,975.00	2,975.00		2,975.00			2,975.00		
Job: 81022529 / IR-299 TVA POND RD Subtotals:					2,975.00		2,975.00			2,975.00		
Job: 81022530 / AR W/LABELING LILLIBRIDGE												
116635	I 09/20/22	6 11/19/22	81022530	500.00	500.00		500.00		500.00			
Job: 81022530 / AR W/LABELING LILLIBRIDGE Subtotals:					500.00		500.00		500.00			
Job: 81022531 / IR 1800 ZINC RD												
116271	I 08/22/22	6 10/21/22	81022531	2,975.00	2,975.00		2,975.00			2,975.00		
Job: 81022531 / IR 1800 ZINC RD Subtotals:					2,975.00		2,975.00			2,975.00		
Job: 81022532 / IR 815 CUMBERLAND CITY RD												
116272	I 08/22/22	6 10/21/22	81022532	2,975.00	2,975.00		2,975.00			2,975.00		
Job: 81022532 / IR 815 CUMBERLAND CITY RD Subtotals:					2,975.00		2,975.00			2,975.00		
Job: 81022533 / IR 1950 DUPONT ROAD												
116273	I 08/22/22	6 10/21/22	81022533	2,765.00	2,765.00		2,765.00			2,765.00		
Job: 81022533 / IR 1950 DUPONT ROAD Subtotals:					2,765.00		2,765.00			2,765.00		
Job: 81022534 / IR NUCLEAR PLANT ROAD												
116636	I 09/20/22	6 11/19/22	81022534	3,000.00	3,000.00		3,000.00		3,000.00			
Job: 81022534 / IR NUCLEAR PLANT ROAD Subtotals:					3,000.00		3,000.00		3,000.00			
Job: 81022535 / IR 13246 STATE ROAD 176												
116274	I 08/22/22	6 10/21/22	81022535	2,975.00	2,975.00		2,975.00			2,975.00		

For The Period Ending: 12/19/22

Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)

Allison-Smith Company LLC

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Detail AR Aging Open Items Report Sorted by Customer Alpha Code																	
Transaction Type		Payment Terms		For The Period Ending: 12/19/22													
Invoice / Check #		Date		Invoice Due Date		Job Number		Original Amount		Open Balance			Days Past Due				
										Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)																	
Job: 81022555 / LPS 3630 PEACHTREE RD																	
116853		I 10/06/22 6		12/05/22		81022555		1,672.00		1,672.00		1,672.00		1,672.00			
Job: 81022555 / LPS 3630 PEACHTREE RD Subtotals:										1,672.00		1,672.00		1,672.00			
Job: 81022556 / IR 3625 CUMBERLAND BLVD																	
116567		I 09/19/22 6		11/18/22		81022556		975.00		975.00		975.00			975.00		
Job: 81022556 / IR 3625 CUMBERLAND BLVD Subtotals:										975.00		975.00			975.00		
Job: 81022557 / IR 800 NORTHPOINT PARKWAY																	
116279		I 08/24/22 6		10/23/22		81022557		512.50		512.50		512.50			512.50		
Job: 81022557 / IR 800 NORTHPOINT PARKWAY Subtotals:										512.50		512.50			512.50		
Job: 81022558 / IR 900 NORTHPOINT PARKWAY																	
116280		I 08/24/22 6		10/23/22		81022558		512.50		512.50		512.50			512.50		
Job: 81022558 / IR 900 NORTHPOINT PARKWAY Subtotals:										512.50		512.50			512.50		
Job: 81022559 / LPS 3225 CUMBERLAND BLVD																	
116568		I 09/19/22 6		11/18/22		81022559		1,250.00		1,250.00		1,250.00			1,250.00		
Job: 81022559 / LPS 3225 CUMBERLAND BLVD Subtotals:										1,250.00		1,250.00			1,250.00		
Job: 81022560 / AF ADD 371 E PACES FERRY																	
116855		I 10/06/22 6		12/05/22		81022560		1,000.00		1,000.00		1,000.00		1,000.00			
10/13/22 / 10:37:51 KAW Note: Per Kim Anastasia, I have to have PO#12481 reviewed prior to sending. 10/24/22 / 11:10:59 KAW Note: Contacted Kim Anastia for update regarding PO to submit invoice. Per Kim, I have asked for an update.																	
Job: 81022560 / AF ADD 371 E PACES FERRY Subtotals:										1,000.00		1,000.00		1,000.00			
Job: 81022561 / IR REPAIR-4170 ASHFORD																	
116124		I 08/15/22 6		10/14/22		81022561		1,868.00		1,868.00		1,868.00			1,868.00		
Job: 81022561 / IR REPAIR-4170 ASHFORD Subtotals:										1,868.00		1,868.00			1,868.00		
Job: 81022562 / ELE 764 GEORGE CAGLE DR																	
116528		I 09/19/22 6		11/18/22		81022562		1,837.00		1,837.00		1,837.00			1,837.00		
Job: 81022562 / ELE 764 GEORGE CAGLE DR Subtotals:										1,837.00		1,837.00			1,837.00		
Job: 81022563 / IR 1955 LAKE PARK DR																	
116186		I 08/18/22 6		10/17/22		81022563		7,372.00		7,372.00		7,372.00			7,372.00		
Job: 81022563 / IR 1955 LAKE PARK DR Subtotals:										7,372.00		7,372.00			7,372.00		
Job: 81022564 / IR 400&50 CHASTAIN																	
116089		I 08/11/22 6		10/10/22		81022564		2,094.00		2,094.00		2,094.00			2,094.00		
Job: 81022564 / IR 400&50 CHASTAIN Subtotals:										2,094.00		2,094.00			2,094.00		
Job: 81022566 / IR-4100 Wildwood Pkwy																	
116548		I 09/19/22 6		11/18/22		81022566		975.00		975.00		975.00			975.00		
Job: 81022566 / IR-4100 Wildwood Pkwy Subtotals:										975.00		975.00			975.00		
Job: 81022567 / LPS-4100 Wildwood Pkwy																	
116125		I 08/15/22 6		10/14/22		81022567		1,200.00		1,200.00		1,200.00			1,200.00		
Job: 81022567 / LPS-4100 Wildwood Pkwy Subtotals:										1,200.00		1,200.00			1,200.00		

Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code												
Transaction Type		Payment Terms		For The Period Ending: 12/19/22								
Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022568 / IR-4200 Wildwood Pkwy												
116569	I 09/19/22	6 11/18/22	81022568	975.00	975.00		975.00			975.00		
Job: 81022568 / IR-4200 Wildwood Pkwy Subtotals:					975.00		975.00			975.00		
Job: 81022569 / LPS 4200 Wildwood Pkwy												
116570	I 09/19/22	6 11/18/22	81022569	1,200.00	1,200.00		1,200.00			1,200.00		
Job: 81022569 / LPS 4200 Wildwood Pkwy Subtotals:					1,200.00		1,200.00			1,200.00		
Job: 81022570 / IR-4300 WILDWOOD PKWY												
116571	I 09/19/22	6 11/18/22	81022570	975.00	975.00		975.00			975.00		
Job: 81022570 / IR-4300 WILDWOOD PKWY Subtotals:					975.00		975.00			975.00		
Job: 81022571 / LPS-4300 WILDWOOD PKWY												
116572	I 09/19/22	6 11/18/22	81022571	1,200.00	1,200.00		1,200.00			1,200.00		
Job: 81022571 / LPS-4300 WILDWOOD PKWY Subtotals:					1,200.00		1,200.00			1,200.00		
Job: 81022572 / IR-2500 WINDY RIDGE PKWY												
116037	I 08/08/22	6 10/07/22	81022572	1,950.00	1,950.00		1,950.00				1,950.00	
Job: 81022572 / IR-2500 WINDY RIDGE PKWY Subtotals:					1,950.00		1,950.00				1,950.00	
Job: 81022573 / LPS-2500 WINDY RIDGE PKWY												
116038	I 08/08/22	6 10/07/22	81022573	1,200.00	1,200.00		1,200.00				1,200.00	
Job: 81022573 / LPS-2500 WINDY RIDGE PKWY Subtotals:					1,200.00		1,200.00				1,200.00	
Job: 81022574 / IR-5673 PEACHTREE DUNWOOD												
116090	I 08/11/22	6 10/10/22	81022574	975.00	975.00		975.00				975.00	
Job: 81022574 / IR-5673 PEACHTREE DUNWOOD Subtotals:					975.00		975.00				975.00	
Job: 81022575 / IR-715 PEACHTREE ST												
116573	I 09/19/22	6 11/18/22	81022575	300.00	300.00		300.00			300.00		
Job: 81022575 / IR-715 PEACHTREE ST Subtotals:					300.00		300.00			300.00		
Job: 81022576 / AF 3424 PEACHTREE RD NE												
116775	I 10/03/22	6 12/02/22	81022576	16,500.00	16,500.00		16,500.00		16,500.00			
Job: 81022576 / AF 3424 PEACHTREE RD NE Subtotals:					16,500.00		16,500.00		16,500.00			
Job: 81022578 / IR-5445 MERIDIAN MARK RD												
116281	I 08/24/22	6 10/23/22	81022578	975.00	975.00		975.00			975.00		
Job: 81022578 / IR-5445 MERIDIAN MARK RD Subtotals:					975.00		975.00			975.00		
Job: 81022580 / LPS-5445 MERIDIAN MARK RD												
116282	I 08/24/22	6 10/23/22	81022580	1,200.00	1,200.00		1,200.00			1,200.00		
Job: 81022580 / LPS-5445 MERIDIAN MARK RD Subtotals:					1,200.00		1,200.00			1,200.00		
Job: 81022581 / IR 350 LAS OLAS PL												
116760	I 10/03/22	6 12/02/22	81022581	3,240.00	3,240.00		3,240.00		3,240.00			
Job: 81022581 / IR 350 LAS OLAS PL Subtotals:					3,240.00		3,240.00		3,240.00			
Job: 81022582 / IR 450 LAS OLAS PLACE												
116788	I 10/03/22	6 12/02/22	81022582	2,000.00	2,000.00		2,000.00		2,000.00			
Job: 81022582 / IR 450 LAS OLAS PLACE Subtotals:					2,000.00		2,000.00		2,000.00			
Job: 81022585 / IR-1180 W PEACHTREE												

Allison-Smith Company LLC

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Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
116091	I 08/11/22	6	10/10/22	81022585	1,576.00	1,576.00		1,576.00				1,576.00
Job: 81022585 / IR-1180 W PEACHTREE Subtotals:						1,576.00		1,576.00				1,576.00
Job: 81022588 / EC 2500 NWINDS PKWY												
116288	I 08/25/22	6	10/24/22	81022588	630.00	630.00		630.00		630.00		
Job: 81022588 / EC 2500 NWINDS PKWY Subtotals:						630.00		630.00		630.00		
Job: 81022589 / AF 2500 PATRICK HENRY PK												
116854	I 10/06/22	6	12/05/22	81022589	3,500.00	3,500.00		3,500.00		3,500.00		
Job: 81022589 / AF 2500 PATRICK HENRY PK Subtotals:						3,500.00		3,500.00		3,500.00		
Job: 81022590 / IR 11560 GREAT OAKS WAY												
116348	I 08/29/22	6	10/28/22	81022590	512.00	512.00		512.00			512.00	
Job: 81022590 / IR 11560 GREAT OAKS WAY Subtotals:						512.00		512.00			512.00	
Job: 81022591 / IR 11560 GREAT OAKS WAY												
116349	I 08/29/22	6	10/28/22	81022591	512.00	512.00		512.00			512.00	
Job: 81022591 / IR 11560 GREAT OAKS WAY Subtotals:						512.00		512.00			512.00	
Job: 81022592 / IR 11560 GREAT OAKS WAY												
116350	I 08/29/22	6	10/28/22	81022592	512.00	512.00		512.00			512.00	
Job: 81022592 / IR 11560 GREAT OAKS WAY Subtotals:						512.00		512.00			512.00	
Job: 81022593 / IR 4501 NORTHPOINT PKWY												
116351	I 08/29/22	6	10/28/22	81022593	512.00	512.00		512.00			512.00	
Job: 81022593 / IR 4501 NORTHPOINT PKWY Subtotals:						512.00		512.00			512.00	
Job: 81022594 / IR 3475 PIEDMONT RD												
116574	I 09/19/22	6	11/18/22	81022594	1,950.00	1,950.00		1,950.00			1,950.00	
Job: 81022594 / IR 3475 PIEDMONT RD Subtotals:						1,950.00		1,950.00			1,950.00	
Job: 81022595 / IR 1040 CROWN POINTE												
116485	I 09/13/22	6	11/12/22	81022595	975.00	975.00		975.00			975.00	
Job: 81022595 / IR 1040 CROWN POINTE Subtotals:						975.00		975.00			975.00	
Job: 81022596 / IR 1050 CROWN POINTE												
116500	I 09/15/22	6	11/14/22	81022596	975.00	975.00		975.00			975.00	
Job: 81022596 / IR 1050 CROWN POINTE Subtotals:						975.00		975.00			975.00	
Job: 81022597 / IR 746 WILOUGHBY WAY												
116433	I 09/07/22	6	11/06/22	81022597	975.00	975.00		975.00			975.00	
Job: 81022597 / IR 746 WILOUGHBY WAY Subtotals:						975.00		975.00			975.00	
Job: 81022598 / IR 3050 PEACHTREE RD												
116789	I 10/03/22	6	12/02/22	81022598	975.00	975.00		975.00		975.00		
Job: 81022598 / IR 3050 PEACHTREE RD Subtotals:						975.00		975.00		975.00		
Job: 81022599 / IR 3060 PEACHTREE RD												
116524	I 09/19/22	6	11/18/22	81022599	1,950.00	1,950.00		1,950.00			1,950.00	
Job: 81022599 / IR 3060 PEACHTREE RD Subtotals:						1,950.00		1,950.00			1,950.00	
Job: 81022600 / IR 3348 PEACHTREE RD												
116575	I 09/19/22	6	11/18/22	81022600	1,950.00	1,950.00		1,950.00			1,950.00	

Allison-Smith Company LLC

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Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022600 / IR 3348 PEACHTREE RD Subtotals:					1,950.00		1,950.00			1,950.00		
Job: 81022601 / IR 3350 PEACHTREE RD												
116576	I 09/19/22	6	11/18/22	81022601	1,950.00	1,950.00	1,950.00			1,950.00		
Job: 81022601 / IR 3350 PEACHTREE RD Subtotals:					1,950.00		1,950.00			1,950.00		
Job: 81022603 / AFMAILLABELS 2750 ORBITER												
117109	I 10/27/22	6	12/26/22	81022603	2,500.00	2,500.00	2,500.00	2,500.00				
Job: 81022603 / AFMAILLABELS 2750 ORBITER Subtotals:					2,500.00		2,500.00	2,500.00				
Job: 81022604 / AF 223 MIDDLETON RUN RD												
116283	I 08/24/22	6	10/23/22	81022604	1,000.00	1,000.00	1,000.00			1,000.00		
Job: 81022604 / AF 223 MIDDLETON RUN RD Subtotals:					1,000.00		1,000.00			1,000.00		
Job: 81022605 / IR 75 5TH ST SW												
116289	I 08/25/22	6	10/24/22	81022605	975.00	975.00	975.00			975.00		
Job: 81022605 / IR 75 5TH ST SW Subtotals:					975.00		975.00			975.00		
Job: 81022606 / IR 85 5TH ST NW												
116352	I 08/29/22	6	10/28/22	81022606	975.00	975.00	975.00			975.00		
Job: 81022606 / IR 85 5TH ST NW Subtotals:					975.00		975.00			975.00		
Job: 81022607 / AF LABEL 4170 ASHFORD DUN												
116763	I 10/03/22	6	12/02/22	81022607	7,560.00	7,560.00	7,560.00		7,560.00			
Job: 81022607 / AF LABEL 4170 ASHFORD DUN Subtotals:					7,560.00		7,560.00		7,560.00			
Job: 81022608 / IR 4170 ASHFORD DUNWOODY												
116767	I 10/03/22	6	12/02/22	81022608	975.00	975.00	975.00		975.00			
Job: 81022608 / IR 4170 ASHFORD DUNWOODY Subtotals:					975.00		975.00		975.00			
Job: 81022609 / IR 1261 WILLOW RUN RD												
116436	I 09/07/22	6	11/06/22	81022609	2,925.00	2,925.00	2,925.00			2,925.00		
Job: 81022609 / IR 1261 WILLOW RUN RD Subtotals:					2,925.00		2,925.00			2,925.00		
Job: 81022610 / IR 3655 N POINT PKWY												
116353	I 08/29/22	6	10/28/22	81022610	512.00	512.00	512.00			512.00		
Job: 81022610 / IR 3655 N POINT PKWY Subtotals:					512.00		512.00			512.00		
Job: 81022611 / IR 11575 GREAT OAKS WAY												
116355	I 08/29/22	6	10/28/22	81022611	512.00	512.00	512.00			512.00		
Job: 81022611 / IR 11575 GREAT OAKS WAY Subtotals:					512.00		512.00			512.00		
Job: 81022612 / IR 11675 GREAT OAKS WAY												
116356	I 08/29/22	6	10/28/22	81022612	512.00	512.00	512.00			512.00		
Job: 81022612 / IR 11675 GREAT OAKS WAY Subtotals:					512.00		512.00			512.00		
Job: 81022614 / IR 250 E PONCE DE LEON												
116759	I 10/03/22	6	12/02/22	81022614	975.00	975.00	975.00		975.00			
Job: 81022614 / IR 250 E PONCE DE LEON Subtotals:					975.00		975.00		975.00			
Job: 81022615 / ELECTRIC INS 864 SPRING												
116665	I 09/22/22	6	11/21/22	81022615	750.00	750.00	750.00		750.00			
Job: 81022615 / ELECTRIC INS 864 SPRING Subtotals:					750.00		750.00		750.00			

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Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022616 / BREAK INS 133 PEACHTREE												
116438	I 09/07/22	6 11/06/22	81022616	1,360.00	1,360.00		1,360.00			1,360.00		
Job: 81022616 / BREAK INS 133 PEACHTREE Subtotals:					1,360.00		1,360.00			1,360.00		
Job: 81022618 / LPS 1110 SANCTUARY PKWY												
116779	I 10/03/22	6 12/02/22	81022618	1,200.00	1,200.00		1,200.00		1,200.00			
Job: 81022618 / LPS 1110 SANCTUARY PKWY Subtotals:					1,200.00		1,200.00		1,200.00			
Job: 81022619 / LPS 1130 SANCTUARY PKWY												
116577	I 09/19/22	6 11/18/22	81022619	1,200.00	1,200.00		1,200.00			1,200.00		
Job: 81022619 / LPS 1130 SANCTUARY PKWY Subtotals:					1,200.00		1,200.00			1,200.00		
Job: 81022621 / IR 100 ASHFORD CENTER N												
116856	I 10/06/22	6 12/05/22	81022621	975.00	975.00		975.00		975.00			
Job: 81022621 / IR 100 ASHFORD CENTER N Subtotals:					975.00		975.00		975.00			
Job: 81022622 / IR 3440 PRESTON RIDGE RD												
116777	I 10/03/22	6 12/02/22	81022622	535.00	535.00		535.00		535.00			
Job: 81022622 / IR 3440 PRESTON RIDGE RD Subtotals:					535.00		535.00		535.00			
Job: 81022623 / IR 3750 BROOKSIDE PKWY												
116857	I 10/06/22	6 12/05/22	81022623	512.00	512.00		512.00		512.00			
Job: 81022623 / IR 3750 BROOKSIDE PKWY Subtotals:					512.00		512.00		512.00			
Job: 81022624 / IR 3805 CRESTWOOD PKWY												
116523	I 09/19/22	6 11/18/22	81022624	512.00	512.00		512.00			512.00		
Job: 81022624 / IR 3805 CRESTWOOD PKWY Subtotals:					512.00		512.00			512.00		
Job: 81022625 / IR 3885 CRESTWOOD PKWY												
116522	I 09/19/22	6 11/18/22	81022625	512.00	512.00		512.00			512.00		
Job: 81022625 / IR 3885 CRESTWOOD PKWY Subtotals:					512.00		512.00			512.00		
Job: 81022626 / IR 3715 NORTHSIDE PKWY												
116758	I 10/03/22	6 12/02/22	81022626	1,950.00	1,950.00		1,950.00		1,950.00			
Job: 81022626 / IR 3715 NORTHSIDE PKWY Subtotals:					1,950.00		1,950.00		1,950.00			
Job: 81022627 / LPS 3715 NORTHSIDE PKWY												
116757	I 10/03/22	6 12/02/22	81022627	1,200.00	1,200.00		1,200.00		1,200.00			
Job: 81022627 / LPS 3715 NORTHSIDE PKWY Subtotals:					1,200.00		1,200.00		1,200.00			
Job: 81022628 / AF ADD 825 10TH ST NW												
116776	I 10/03/22	6 12/02/22	81022628	6,000.00	6,000.00		6,000.00		6,000.00			
Job: 81022628 / AF ADD 825 10TH ST NW Subtotals:					6,000.00		6,000.00		6,000.00			
Job: 81022629 / IR 1075 PEACHTREE ST												
117110	I 10/27/22	6 12/26/22	81022629	2,925.00	2,925.00		2,925.00	2,925.00				
Job: 81022629 / IR 1075 PEACHTREE ST Subtotals:					2,925.00		2,925.00	2,925.00				
Job: 81022630 / IR 705 BRASELTON IND BLVD												
116858	I 10/07/22	6 12/06/22	81022630	1,950.00	1,950.00		1,950.00		1,950.00			
Job: 81022630 / IR 705 BRASELTON IND BLVD Subtotals:					1,950.00		1,950.00		1,950.00			
Job: 81022631 / AF LABEL 1770 SATELLITE												

Allison-Smith Company LLC

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Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
116762	I 10/03/22	6	12/02/22	81022631	10,000.00	10,000.00		10,000.00		10,000.00		
Job: 81022631 / AF LABEL 1770 SATELLITE Subtotals:						10,000.00		10,000.00		10,000.00		
Job: 81022632 / IR 3290 NSIDE PKWY												
116486	I 09/13/22	6	11/12/22	81022632	975.00	975.00		975.00			975.00	
Job: 81022632 / IR 3290 NSIDE PKWY Subtotals:						975.00		975.00			975.00	
Job: 81022633 / SERVICE 3424 PEACHTREE RD												
116664	I 09/22/22	6	11/21/22	81022633	2,662.00	2,662.00		2,662.00		2,662.00		
Job: 81022633 / SERVICE 3424 PEACHTREE RD Subtotals:						2,662.00		2,662.00		2,662.00		
Job: 81022634 / IR RESCAN BUSS SEC 55 MAR												
116859	I 10/07/22	6	12/06/22	81022634	840.00	840.00		840.00		840.00		
Job: 81022634 / IR RESCAN BUSS SEC 55 MAR Subtotals:						840.00		840.00		840.00		
Job: 81022635 / LPS 1120 SANCTUARY PKWY												
116439	I 09/07/22	6	11/06/22	81022635	1,200.00	1,200.00		1,200.00			1,200.00	
Job: 81022635 / LPS 1120 SANCTUARY PKWY Subtotals:						1,200.00		1,200.00			1,200.00	
Job: 81022636 / IR 315 W PONCE DE LEON												
116440	I 09/07/22	6	11/06/22	81022636	975.00	975.00		975.00			975.00	
Job: 81022636 / IR 315 W PONCE DE LEON Subtotals:						975.00		975.00			975.00	
Job: 81022637 / IR 13010 MORRIS RD												
116751	I 09/30/22	6	11/29/22	81022637	1,950.00	1,950.00		1,950.00		1,950.00		
Job: 81022637 / IR 13010 MORRIS RD Subtotals:						1,950.00		1,950.00		1,950.00		
Job: 81022638 / IR 600 HERAEUS BLVD												
116747	I 09/30/22	6	11/29/22	81022638	2,950.00	2,950.00		2,950.00		2,950.00		
Job: 81022638 / IR 600 HERAEUS BLVD Subtotals:						2,950.00		2,950.00		2,950.00		
Job: 81022639 / IR 743 HILL RD												
116770	I 10/03/22	6	12/02/22	81022639	150.00	150.00		150.00		150.00		
Job: 81022639 / IR 743 HILL RD Subtotals:						150.00		150.00		150.00		
Job: 81022646 / LPS 3100 CUMBERLAND BLVD												
116761	I 10/03/22	6	12/02/22	81022646	1,200.00	1,200.00		1,200.00		1,200.00		
Job: 81022646 / LPS 3100 CUMBERLAND BLVD Subtotals:						1,200.00		1,200.00		1,200.00		
Job: 81022649 / IR 600 W PEACHTREE ST												
116752	I 09/30/22	6	11/29/22	81022649	2,925.00	2,925.00		2,925.00		2,925.00		
Job: 81022649 / IR 600 W PEACHTREE ST Subtotals:						2,925.00		2,925.00		2,925.00		
Job: 81022651 / AF 4451 AIRCRAFT DR STE C												
117066	I 10/25/22	6	12/24/22	81022651	2,500.00	2,500.00		2,500.00	2,500.00			
Job: 81022651 / AF 4451 AIRCRAFT DR STE C Subtotals:						2,500.00		2,500.00	2,500.00			
Job: 81022652 / AF ADDITION 730 PEACHTREE												
116769	I 10/03/22	6	12/02/22	81022652	1,500.00	1,500.00		1,500.00		1,500.00		
Job: 81022652 / AF ADDITION 730 PEACHTREE Subtotals:						1,500.00		1,500.00		1,500.00		
Job: 81022653 / LPS 3445 PEACHTREE RD NE												
116749	I 09/30/22	6	11/29/22	81022653	1,200.00	1,200.00		1,200.00		1,200.00		

Allison-Smith Company LLC

Detail A/R Aged Open Items Report Sorted by Customer Alpha Code

For The Period Ending: 12/19/22

Detail AR Aged Open Items Report Sorted by Customer Alpha Code												
Transaction Type		Payment Terms		For The Period Ending: 12/19/22								
Invoice / Check #	Date	Invoice Due Date	Job Number	Original Amount	Open Balance			Days Past Due				
					Total	Retention	Non-Retention	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Customer Martin Technical Phone: (866) 234-6890 Contact: CATHY BURTIS (continued)												
Job: 81022653 / LPS 3445 PEACHTREE RD NE Subtotals:					1,200.00		1,200.00		1,200.00			
Job: 81022655 / IR 2100 RIVEREDGE PKWY												
116748	I 09/30/22	6	11/29/22	81022655	975.00		975.00		975.00			
Job: 81022655 / IR 2100 RIVEREDGE PKWY Subtotals:					975.00		975.00		975.00			
Job: 810211067 / SGM-1545 US 22												
115833	I 07/19/22	6	09/17/22	810211067	120,000.00		120,000.00					120,000.00
Job: 810211067 / SGM-1545 US 22 Subtotals:					120,000.00		120,000.00					120,000.00
Job: 810211295 / EI-950 E Paces Ferry Rd												
115872	I 07/21/22	6	09/19/22	810211295	10,500.00		10,500.00					10,500.00
Job: 810211295 / EI-950 E Paces Ferry Rd Subtotals:					10,500.00		10,500.00					10,500.00
Customer 30151 Totals:					1,165,239.50		1,165,239.50	64,279.00	236,973.00	278,675.00	110,955.00	474,357.50
Report Totals:					1,165,239.50		1,165,239.50		236,973.00		110,955.00	
						0.00		64,279.00		278,675.00		474,357.50
								5.52%	20.34%	23.92%	9.52%	40.71%

**IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA**

ALLISON-SMITH COMPANY, LLC)	
)	
Plaintiff,)	
)	CAFN:
v.)	
)	
MARTIN TECHNICAL, INC.)	
)	
Defendant.)	

**PLAINTIFF ALLISON-SMITH COMPANY LLC’S FIRST
INTERROGATORIES TO DEFENDANT MARTIN TECHNICAL, INC.**

NOW COMES Plaintiff Allison-Smith Company, LLC (“Plaintiff” or “Allison-Smith”) and propounds the following interrogatories to Defendant Martin Technical, Inc. (“Martin Technical” or “Defendant”) in accordance with the Georgia Civil Practice Act.

DEFINITIONS AND INSTRUCTIONS

1. The terms “you,” “your,” “Martin Technical” and “Defendant,” shall mean Defendant Martin Technical, Inc. and its present and former officers, directors, agents, employees, and representatives.
2. The term “Allison-Smith” shall mean Allison-Smith Company, LLC, and its present and former officers, directors, agents, employees, and representatives.
3. The term “the Projects” shall mean all of the projects Allison-Smith worked on as referenced in the Complaint.
4. The term “Project Invoices” shall mean all of the invoices Allison-Smith submitted for payment to Martin Technical, as referenced in the Complaint.

5. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Complaint.

6. The terms “business entity” or “entity” shall mean firms, corporations, partnerships, joint ventures, unincorporated associations, companies, businesses, partnerships, proprietorships, or fictitious or trade names.

7. The term “Person” or “Persons” mean and include any individual, firm, entity, partnership, corporation, joint venture, unincorporated association, banking association, governmental agency or department, trust or sole proprietorship, and any and all partners, officers and/or directors thereof.

8. “Document” means all writings, including unidentical copies, drafts or versions, of any kind, including but not limited to, correspondence, memoranda, notes, letters, telegrams, facsimile transmissions, minutes, reports, evaluations, valuations, calculations, compilations, contracts, licenses, registrations, sales brochures and other promotional and/or marketing materials, advertisements, offer sheets, instructions, specification sheets, software programs, prospectuses, interoffice and intraoffice communications, offers, notations, work sheets, photographs, charts, graphs, microfiche, microfilm, video tape, recordings, motion pictures, computer files, electronic mail and computer data and presentation materials including all slides and transparencies, and all electronic, electric, magnetic and mechanical records or representations of any of the above.

9. The term “Communications” means any verbal, written, electronic or other transmittal of words, thoughts, ideas or images, between or among Persons or groups of Persons, whether in Person, in writing, by telephone, by electronic mail, by voice mail, or any other means, including, by way of example, discussions, conversations, meetings, conferences,

contacts, telephone conversations, inquiries, interviews, negotiations, advertisements, agreements, press releases, understandings, cards, letters, correspondence, electronic mail, telegrams, telexes, cables, or other forms of written or verbal intercourse, however transmitted, and all Documents relating to such communications.

10. The terms “regarding,” “refer to,” “relate to,” “related to,” “relating to,” “referring to” means having any relationship or connection to, alluding to, responding to, pertaining to, concerning, connected with, commenting on, in respect of, about, regarding, discussing, evidencing, showing, describing, memorializing, comprising, reflecting, analyzing, containing, constituting or otherwise establishing any reasonable, logical or causal connection.

11. The terms “concerning”, or “concern” include “referring to,” “relating to,” “containing,” “embodying,” “mentioning,” “evidencing,” “constituting” and “describing.”

12. The words “and” and “or” shall be construed to be conjunctive or disjunctive, whichever makes the request more inclusive.

13. The term “any” shall be deemed to include and encompass the words “each” and “all.” The use of the word “or” shall mean “and,” as well as “or.” “Person or “Persons” mean and include any individual firm, entity, partnership, corporation, joint venture, unincorporated association, banking association, governmental agency or department, trust or sole proprietorship, and any and all partners, officers and/or directors thereof.

14. As used herein, the words identify, identification, or identity mean when used in reference to:

(1) a natural person: state his or her full name and address and last known address, present and last known position or business affiliation and its address;

(2) a document: state the following information with respect to each such document (in lieu of identification of each document plaintiff may attach copies of each document to answers to these Interrogatories)

- a. The date appearing on such document; and if no date appears thereon, the answer shall so state and give the date or approximate date such document was prepared;
- b. the general nature, description or type of document (i.e., whether it is a letter, memorandum, sound recording, drawing, etc.) (note the number of pages of which it consists);
- c. the author(s) or the name(s) of the person(s) who signed such document and, if it was not signed, the answer shall so state and give the name(s) of the person(s) who prepared it;
- d. the name(s) of the person(s) to whom such document was addressed and the name of each person other than such addressee(s) to whom such document or copies thereof was given or sent;
- e. the general subject matter of such document; and
- f. the name of the person having custody, possession or control of such document and its present location.

(3) An oral communication: state the following information with respect to each such oral communication

- a. the date and the place where it occurred;
- b. the identity of each person to whom such communication was made, each person by whom such communication was made, each person who was present when such communication was made; and
- c. the subject matter of such communication.

15. To the extent the claim of attorney-client privilege or work product immunity is not being asserted as to the entirety of a document, produce in redacted form that portion of the document not covered by such claim of privilege or immunity.

16. These interrogatories are to be regarded as continuing and you are requested to provide any additional information by way of supplementary responses that may hereafter be obtained by Defendant or any person acting on Defendant's behalf, which will augment or otherwise modify Defendant's responses.

RELEVANT TIME PERIOD

These Interrogatories encompass the relevant timeframe starting when Plaintiff first performed or provided any labor, services, or materials to Defendant through the present, and further including through the date of the trial on this matter.

RESERVATION OF RIGHTS

Allison-Smith reserves all rights to conduct additional discovery and to serve Defendant with subsequent discovery requests in accordance with Georgia Law.

INTERROGATORIES

1. Identify all “oral discussions, written communications, and . . . course of conduct” that comprise the “common understanding” referenced on page 2 of Martin Technical’s letter attached hereto as Exhibit A (the “January 16 Letter”).

2. Identify all witnesses that have knowledge of this alleged “common understanding.” For each such witness, identify their:

- a) Name;
- b) Address;
- c) Title;
- d) Contact Information.

3. Identify by name all Projects covered by this “common understanding” and the approximate dates of the Projects.

4. For each such Project identified, state whether Allison-Smith generated SKM files, and whether they were provided to Martin Technical.

5. For each such Project identified, state whether the customer paid Martin-Technical for the scope of work performed by Allison-Smith.

6. For each such Project identified, state with specificity Martin-Technical's participation in the creation and authorship of SKM files, including all data and engineering analysis performed by Martin-Technical.

7. If you know, for each Project identified, state Allison-Smith's participation in the creating and authorship of SKM files, including all data and engineering analysis performed by Allison-Smith.

8. Identify all evidence you are aware of that you contend supports your contention that the SKM Files "were explicitly incorporated into the agreement between Allison Smith and Martin Technical." (January 16 Letter, p. 7.)

9. As to Allison-Smith's alleged "[d]uty to rebuild SKM Files destroyed in the spring 2022 data breach," state any evidence you are aware of that you contend supports that this was your understanding and that this was a contract term. (January 16 Letter, p. 6.)

10. As to Allison-Smith's alleged "[d]uty to provide SKM Files that exist to date," state any evidence that you are aware of that you contend supports that this was your understanding and that this was a contract term. (January 16 Letter, p. 6.)

11. State all material facts and circumstances that you contend support your allegations of "[t]ortious interference with contract," including, but not limited to:

- a) The conduct you allege took place;
- b) When did the alleged conduct take place;
- c) Identify all witnesses that have knowledge about the alleged conduct;
- d) Identify the business relationships affected by the allege conduct;
- e) Identify the damages Martin Technical contends it suffered as a result of the alleged conduct.

(January 16 Letter, p. 7.)

12. State all material facts and circumstances that you contend support your allegations of “[s]lander of title.” (January 16 Letter, p. 8.)

13. Identify all communications that you contend support your assertion that each of the “five essential terms” became the parties’ “common understanding,” including the approximate time and place in which you contend it occurred, as well as witnesses that have knowledge about the matters discussed. For each such witness, identify their name, address, title, and contact information.

14. Identify where any of the “five essential terms” identified in the January 16 Letter were stated in writing.

15. If Martin Technical contends any of the services Allison-Smith performed on any of the Projects were incomplete or defective, describe in detail the material facts including, but not limited to, the Project name, the defect or nonconformity, and any other relevant facts in support of Martin Technical’s contention.

16. If Martin Technical contends it is entitled to withhold any payments sought by Allison-Smith, please state the legal basis and material facts in support of Martin Technical’s contention.

17. If Martin Technical contends that it has a basis to set-off, recoup, or back-charge amounts against the amounts Allison-Smith has asserted are due and owing in the Complaint, please state the legal basis and material facts in support of Martin Technical’s contention.

18. For any Project where the owner paid Martin Technical but Martin Technical did not pay Allison-Smith, identify the Project and the location of the project funds now.

19. For each Project where you contend Allison-Smith breached a contract, please describe in detail the contract term breached, the material facts that constitute the alleged breach, and any damages you alleged you suffered.

20. Identify any witnesses Martin Technical may call at trial. With respect to each such witness, state whether they are fact witnesses or expert witnesses, whether they are an employee or representative of Martin Technical and state the facts about which they will testify. If the witness will be offered as an expert witness, state the opinion(s) such witness would offer and the basis for such opinion(s).

21. Identify any witnesses that you believe may have knowledge as to the facts identified in response to these interrogatories. For each such witness, identify their name, address, title, and contact information.

This 13th day of February 2023.

HUDSON LAMBERT PARROTT WALKER, LLC

By: /s/ Antony L. Sanacory

Antony L. Sanacory
Georgia Bar No. 625195
Dorothea Ana Ille
Georgia Bar No. 282477

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EXHIBIT A



FELLOWS
LABRIOLA^{LLP}

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January 16, 2023

Via E-mail

Antony L. Sanacory, Esq.
Hudson Lambert Parrott Walker, LLC
3575 Piedmont Road
Building 15, Suite 200
Atlanta, GA 30305
asanacory@hlpwlaw.com

Re: Allison-Smith Demand on Martin Technical for Payment of Invoices

Dear Antony:

Along with Art Gardner of Gardner Groff, we represent Martin Technical, Inc. in connection with your December 20, 2022 letter, "Demand for Payment on All Outstanding Invoices." Thank you for providing Martin Technical with an extension to respond to your December 20, 2022 letter through today's date.

In your December 20, 2022 letter, Allison-Smith Company demands payment of \$1,165,239.50 for purportedly outstanding invoices. In responding to that demand, this letter proceeds in three parts: (1) the key facts of the parties' relationship; (2) the claims and defenses of Martin Technical against Allison Smith in a proceeding over the invoices at issue; and (3) Martin Technical's damages.

I. Factual background and relationship between Allison Smith and Martin Technical

Martin Technical is a leading provider of practical safety and efficiency services that make industrial plants, facilities, and businesses better, safer, and more efficient. Martin Technical focuses on the development and implementation of workplace safety engineering, consulting, and plans for businesses around the nation with a particular emphasis on OSHA and NFPA 70E compliance. This includes electrical safety for clients, and subcontracting out certain electrical safety engineering studies, testing, in addition to some repairs, upgrades, and related maintenance. This subcontracted work, like Martin Technical's business, concentrated on workplace safety repairs and upgrades. Allison Smith is an electrical



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contracting and engineering company based out of Atlanta that, until recently, Martin Technical used as a subcontractor.

As you may know, Martin Technical bought East Coast Electrical's assets in or around 2019. For many years prior to that sale in 2019, East Coast Electrical had a long-standing relationship with Allison Smith. And after the purchase, Martin Technical continued to use Allison Smith's electrical safety engineering and testing services for new customers acquired in the sale and for Martin Technical's existing customers. As noted, Martin Technical's business focuses on electrical safety, not construction or repair, so Allison Smith was used as subcontractor for those kinds of services.

We understand that no formal written contract ever was entered into between Martin Technical and Allison Smith. Martin Technical requested that the parties execute a written contract, but Allison Smith, through its service manager Scott Smith, flatly refused to sign any such written contract. Instead, the parties' reached a common understanding based on their oral discussions, written communications, and their course of conduct over the next three and a half years. And the parties conducted significant business of approximately \$3.5 to \$4 million per year after 2018 even without a written contract pursuant to this common understanding.

This continued from 2019 until late 2022. During that period, the parties' relationship and course of conduct evidenced a common understanding on at least five essential terms:

1. Martin Technical would use Allison Smith as a subcontractor on a non-exclusive basis to serve Martin Technical's clients' electrical safety engineering, testing, and repair needs.
2. Allison Smith was expected to perform all services to the highest industry standards. This much is evidenced by, among other things, Allison Smith touting itself as the "leader in the electrical contracting and engineering industry" and providing a "customer experience that is second to none." See <https://allisonsmith.com/services/>.
3. Allison Smith issued invoices for services performed for Martin Technical's clients, and Martin Technical would pay those invoices if the work was done properly and to industry standards.



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4. To serve Martin Technical's customers, Martin Technical, Allison Smith, and the customers themselves collected data about key attributes of each customer's electrical system. This data included information such as building wiring schematics and key information about power distribution equipment and other information for the customers' buildings and facilities. Although this data was collected jointly by the parties and the customers, Allison Smith maintained this raw data on the well-known SKM software suite, which Allison Smith had a license to use (the "SKM Files"). *See also* <https://www.skm.com/index.html>.
5. Whenever the customer or Martin Technical needed and requested the SKM Files, which are maintained separately for each customer, Allison Smith provided it. The parties understood that these SKM Files were ultimately the property of and a deliverable to the end customer who had a direct contract with Martin Technical. This understanding manifested in several ways, including:
 - a. Evidence of this shared understanding includes voluminous email correspondence in which Allison Smith sent Martin Technical SKM Files upon a customer's or Martin Technical's request. (*See, e.g.,* Exhibits A through C, email correspondence from Allison Smith sending SKM Files).
 - b. In addition to this course of conduct, Allison Smith knew that Martin Technical and its customers considered the SKM Files a client deliverable belonging to the client because Allison Smith had copies of the underlying contracts between Martin Technical and its customers. (*See, e.g.,* Exhibit D, May 8, 2019 Service Contract between Martin Technical and Jones Lange LaSalle Americas, Inc. at 10 (stating that "Engineering data and files" were a "deliverable" and would be available upon request)). Moreover, some of the underlying contracts with Martin Technical's clients explicitly incorporated the terms of those contracts with any Martin Technical subcontractor (i.e., Allison Smith). (*See id.* at 5 § 10.2). Allison Smith implicitly agreed to be bound by these underlying contract terms because of its knowledge of them.



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In the fall of 2022, Martin Technical decided to stop using Allison Smith as its primary subcontractor for customer electrical, safety engineering, and testing needs due to several reasons. But for present purposes, there are two reasons that are instructive:

1. *The spring 2022 data breach and malware attack:* On or around March 2022, Allison Smith suffered a malware attack on its computer systems. This resulted in the loss of substantially all the SKM Files discussed above. Allison Smith never disclosed the data breach, and Martin Technical only learned of it several months later in or around June 2022 from third parties. Upon learning of the data breach and the destruction of SKM Files prior to March 2022, Allison Smith agreed to rebuild all the SKM Files at its own expense and told Martin Technical the same. However, the failure to inform Martin Technical of such a hack significantly eroded Martin Technical's trust in Allison Smith. Its subsequent failure to rebuild the SKM Files further eroded trust and has damaged Martin Technical and created exposure to future liability.
2. *Audits and customer complaints reveal sub-standard work:* The erosion of trust further continued when Martin Technical began discovering significant issues with the electrical safety engineering work performed by Allison Smith for Martin Technical customers. For example, Martin Technical discovered after a customer complaint that a technician by the nickname of "Howdy" failed to perform significant portions of subcontracted work for which Allison Smith had billed Martin Technical. And where Howdy did the work, he did it below the standard expected. Subsequent audits revealed that Allison Smith failed to do large portions of work on numerous projects or performed that work far below the industry standard expected by Martin Technical and its customers. This included, among other things, providing inaccurate engineering information and failing to label or mislabeling electrical panels and other equipment, all of which could have catastrophic safety consequences, including death for workers that encounter that equipment for repairs, cleaning, or inspection. These failings have damaged Martin Technical and created exposure to future liability.

On or about September 7, 2022, Jim Schuster (Martin Technical's CEO) and Gil Truesdale (Martin Technical's CRO) flew to Atlanta to meet with Todd Grossweiler (Allison Smith VP) about the business transition. In that meeting, Mr.



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Grossweiler agreed that Allison Smith would provide all SKM Files to Martin Technical for any of Martin Technical's customers and would finish any pending jobs to smooth the transition. Martin Technical also pointed out the myriad of issues it was dealing with in fixing Allison Smith's substandard work. Martin Technical further invited Allison Smith to inspect client buildings identified as having issues. In exchange, Martin Technical agreed to pay outstanding invoices for work that was satisfactorily and timely completed to industry standard.

However, after the September 7, 2022 meeting, Allison Smith did an abrupt about face. Without any prior notice or explanation, Allison Smith claimed that the SKM Files were its property, and did not belong to Martin Technical or its customers as deliverables. Allison Smith also flatly refused to inspect any of the buildings or facilities identified as having problems. After this abrupt change to the parties' understanding and course of dealing, this present dispute arose for unpaid invoices that Allison Smith claims it is due in your December 20, 2022 letter.

II. Claims and Defenses of Martin Technical

In any dispute with Allison Smith over the payment of the purportedly outstanding invoices, Martin Technical would have at a minimum the following claims and defenses.

a. Breach of contract

Although the parties never had a written contract, they had a contract based on their oral agreements and mutual understandings reached during their three-and-a-half year working relationship. Georgia courts have routinely held that oral agreements and promises are enforceable contracts, even by and among sophisticated businesses like the parties here. And the essential terms of those contracts are governed by the oral promises and course of conduct that reflect that mutual understanding. *See Hanham v. Access Mgmt. Grp. L.P.*, 305 Ga. 414, 417 (2019)("[P]arties may modify a contract through course of conduct, and such modifications are prohibited only where the law or contract specifically states otherwise.").

Here, there are at least three material terms and duties of the parties' contract based on their oral communications and course of conduct.



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i. Duty to perform electrical sub-contracting work to industry standards

The first duty that Allison Smith had as a subcontractor of Martin Technical was to perform all work in accordance with industry norms and standards for electrical engineering and safety. Allison Smith breached this duty on myriad occasions by collecting and providing inaccurate data, providing reports with unacceptable errors, mislabeling parts of the same systems, or totally failing to label the key parts of those electrical systems. This duty was created by the fact that Allison Smith markets itself as an industry leader in this field, employs and uses licensed engineers, and otherwise purports to construct, fix, test, and perform engineering studies on electrical systems in accordance with applicable federal, state, and local laws and regulations as well as industry standards such as NFPA 70E and IEE1584.

ii. Duty to rebuild SKM Files destroyed in the spring 2022 data breach.

The second key duty that Allison Smith had was to repair and replace all SKM Files after Allison Smith's data breach and data destruction. Allison Smith explicitly told Martin Technical that it would rebuild the destroyed SKM Files once Martin Technical learned the full extent of the breach in or around June 2022. And Allison Smith had begun working on some rebuilds in the subsequent months, further showing their understanding that they were to do this under the parties' contract if Allison Smith wanted to continue receiving subcontractor work.

iii. Duty to provide SKM Files that exist to date

The third key duty under the parties' contract was that Allison Smith was to provide Martin Technical all existing SKM files belonging to each Martin Technical customer for whom Allison Smith worked. This duty and mutual understanding were evidenced in at least four ways.

First, Allison Smith regularly provided SKM Files to Martin Technical when requested. (*See, e.g.*, Exhibit C, Mar. 9, 2021 Email from C. Shaw to M. Kessock with SKM File Number 791). And Martin Technical has provided these SKM Files as recently as this past September 2022. Allison Smith never said or did anything to indicate that the information belonged to it until this dispute arose.

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Second, Allison Smith knew that the SKM Files were the property of and belonged to the underlying Martin Technical customer as a deliverable based on the underlying written contracts that were sent to Allison Smith, and the terms of which were explicitly incorporated into the agreement between Allison Smith and Martin Technical. (Exhibit D, JLL Contract).

Third, even if there were not already a course of dealing and written communications reflecting that understanding, Allison Smith VP Todd Grossweiler *explicitly told* Martin Technical CEO Jim Schuster and CRO Gil Truesdale at their September 7, 2022 meeting that the SKM files would be returned to Martin Technical for each of its customers. It was not until Allison Smith did an about face out of the blue following this meeting that it now claims for the first time over the multi-year relationship that the SKM Files belong to Allison Smith.

Fourth, the duty to provide the SKM Files is further supported by federal copyright law because that data was ultimately collected and recorded for the benefit of each customer as a work for hire. *See* 17 U.S.C. § 201(b) (“In the case of a work made for hire, the employer or other person for whom the work was prepared is considered the author for purposes of this title, and, unless the parties have expressly agreed otherwise in a written instrument signed by them, owns all of the rights comprised in the copyright.”). And the fact that Allison Smith has demanded payment for purportedly outstanding invoices does not give Allison Smith a basis to withhold the SKM Files under applicable law. *See Rano v. Sipa Press, Inc.*, 987 F.2d 580, 586 (9th Cir. 1993) (holding that alleged failure to pay certain royalties under the parties’ contract was an insufficient basis for counterparty to withhold negatives of photographs that belonged to the other).

b. Tortious interference with contract

Since the September 7, 2022 meeting, Martin Technical has heard from many of its customers that Allison Smith has told customers at various points that Martin Technical is going out of business, and making other false and disparaging comments about Martin Technical.¹ Although we do not know if these false comments were made because Allison Smith desires to compete directly with Martin Technical or simply to hurt Martin Technical’s business and customer relationships, they are

¹ By way of example, an Allison Smith employee told Anthony Crawford, who works for Martin Technical client Georgia Power, that Martin Technical was in financial trouble and going out of business in the fall of 2022. That was false.



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actionable as tortious interference with contract. *See Healthy-IT, LLC v. Agrawal*, 343 Ga. App. 660, 670 (2017).

Martin Technical also has a cause of action for defamation based on the false statements that Allison Smith made about Martin Technical. *See Chaney v. Harrison & Lynam, LLC*, 308 Ga. App. 808, 811 (2011) (explaining that cause of action for defamation of a business can exist where defendant negligently or intentionally makes false and defamatory remarks to third parties).

In addition to making false and misleading statements about Martin Technical to its customers, Allison Smith also has asserted invalid materialman's liens, discussed in more detail below, that are an independent bases to impose liability for tortious interference with contract. *See Am. Bldgs. Co. v. Pascoe Bldg. Sys., Inc.*, 260 Ga. 346, 349 (1990) (holding that "abusive" use of civil litigation tactics like baseless civil suits or liens can support a tortious interference claim).

c. Slander of title

Allison Smith also faces liability for slander of title. Allison Smith has filed materialman's liens on the real property of various Martin Technical customers, which Martin Technical only learned of in the first instance from its customers. And Allison Smith has thus far refused to provide a list actually identifying and confirming the buildings on which Allison Smith has filed liens.

O.C.G.A. § 51-9-11 provides a cause of action against a party that falsely claims a lien on real property. *See also Amador v. Thomas*, 259 Ga. App. 835, 837 (2003) ("Where a materialman's or mechanic's lien is improperly filed, the cause of action, if any, is for defamation concerning land under OCGA § 51-9-11."); *Roofing Supply of Atlanta, Inc. v. Forrest Homes, Inc.*, 279 Ga. App. 504, 507 (2006). And although Martin Technical does not own the underlying land, each of Martin Technical's customers has standing to sue Allison Smith for falsely claiming a lien against their property.

These materialman's liens Allison Smith filed were neither procedurally nor substantively proper. Procedurally, Allison Smith failed to provide Martin Technical with contemporaneous notice of their claimed liens under O.C.G.A. § 44-14-

**Via E-mail**

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361.1(a)(2).² Substantively, O.C.G.A. § 44-14-361.1(a)(1) states that a party asserting a materialman's lien must be in "substantial compliance" with that party's contract for the alleged services or goods furnished. *See also McCrary v. Barberi*, 100 Ga. App. 167, 169 (1959) ("Mere trivial defects or omissions in the work done by either the prime contractor or the subcontractor in completing the particular improvement which is the subject of the subcontract will not defeat the right to a lien. Here, however, the defect is a substantial one."). Here, Allison Smith has failed to substantially comply with its contract with Martin Technical by failing to perform services up to industry standards, rebuild the destroyed SKM Files, or to turn over the SKM Files that it has.

Finally, Allison Smith's purported liens are defective for another reason: they assert liens for services that did not actually go to physically improving the building or structure of each client. *See Hill v. VNS Corp.*, 329 Ga. App. 274, 276 (2014) ("[L]ien statutes allow a materialman to secure a lien only for the materials and work which actually went into the structure . . . and [the lienholder] ha[s] the burden of proving the lien amount, if any, to which it was entitled by producing evidence of lienable items."). Here, it does not appear that Allison Smith has made any effort to assert liens that are properly circumscribed to "lienable items." That is, items fairly traced to work or material that "actually went into [improving] the structure" of each client. And as noted above, many of Allison Smith's subcontracting services involved safety protocols, not physical improvements or direct building repair that would create a lien. Thus, the claimed liens are also deficient and abusive for this reason.

Because of all the lien issues outlined above, Allison Smith is liable for slander of title.

d. Setoff and recoupment

Finally, to the extent that Allison Smith brought any claims, Martin Technical is entitled to set-off or recoup any amounts claimed due by Allison Smith with the damages that Martin Technical has and will incur. *See Automated Print, Inc. v. Edgar*, 288 Ga. App. 326, 330 (2007) ("A set-off allows the defendant to set off a debt

² This code section requires that "In all cases in which a notice of commencement is filed with the clerk of the superior court pursuant to subsection (b) of Code Section 44-14-361.5, a lien claimant shall also send a copy of the claim of lien by registered or certified mail or statutory overnight delivery to the contractor." It is unclear precisely which liens this code section would apply to because Allison Smith has refused to provide even a list of properties on which it has asserted liens.



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owed him by the plaintiff against the claim of the plaintiff. A recoupment is a right of the defendant to have a deduction from the amount of the plaintiff's damages because the plaintiff has not complied with the cross-obligations or independent covenants arising under the contract being sued upon."). These categories of damages are discussed in more detail below.

III. Martin Technical's damages

There are four discrete categories of damages that Martin Technical has suffered from Allison Smith's actions.

a. Costs to fix substandard work

Since September 7, 2023, Martin Technical has spent tens of thousands of dollars to fix substandard work for its clients due to Allison Smith's work. Martin Technical estimates that it will cost \$369,000.00 more to fix the substandard work that it is uncovering through audits of Allison Smith's work and through direct complaints from Martin Technical's clients.

b. Costs to rebuild SKM files

Martin Technical estimates, conservatively, that the cost to rebuild the SKM Files will amount to no less than \$1,600,000. As Allison Smith knows, the data contained in the collective SKM Files represents years of data collection, input, and constant updating of the same. Accordingly, Martin Technical will be forced to expend significant time and manpower to rebuild these SKM Files. Moreover, these SKM Files do not have an independent economic value to Allison Smith. Each SKM File is unique to each Martin Technical customer's building.

c. Reputational and relationship harm with Martin Technical's clients and industry reputation

Martin Technical already has suffered substantial reputational harm with its clients and in the industry due to Allison Smith's statements to Martin Technical clients and through the filing of improper and invalid liens. Further, Martin Technical has suffered reputational harm due to the shoddy and substandard work that Allison Smith performed. Although these damages are difficult to quantify at present, they nonetheless are recoverable if this matter were litigated before a jury.



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d. Future liability

Martin Technical faces uncertain future liability with respect to any individual who is injured or killed as a result of substandard electrical safety engineering work Allison Smith did. For example, on December 20, 2022 in just one day of inspection of Allison Smith's work at the Georgia Pacific building located at 133 Peachtree St., Atlanta GA 30303, Martin Technical discovered no less than 28 discrete issues with Allison Smith's work that require correction. Pictures of those violations are enclosed for your review. (*See Exhibit E, Pictures from Georgia Pacific Building Inspection*). This was only one of the Martin Technical clients that the technician known as "Howdy" performed work for as referenced above.³ As these pictures show, Allison Smith used improper voltages for the engineering work, and mislabeled or did not label large AC units and other mechanical electrical units that could cause serious injury or death in the event an individual approached or used one of these units without the proper personal safety gear or protocol. That future exposure represents significant potential liability for Martin Technical (and for Allison Smith).

Again, however, while this exposure is difficult to quantify currently, it nevertheless is a recoverable item of damage to be set by the enlightened conscience of an impartial jury. And a jury likely also would award significant damages because Martin Technical's entire company and reputation is staked on workplace safety, which Allison Smith's shoddy work could irreparably harm in the event of a future accident.

Conclusion

Based on the foregoing and our initial review of this case, Allison Smith has significant exposure to these claims and potentially others. We look forward to working with you towards a resolution of this issue, and please do not hesitate to let us know if you have any questions or wish to discuss further.

Sincerely,

Stephen T. LaBriola
FOR THE FIRM

³ Martin Technical invited Allison Smith to accompany it during this inspection, and Allison Smith declined.



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Enclosures: Exhibits A through E

CC: Jim Schuster, CEO

Douglas J. Perko, Esq.

Arthur A. Gardner, Esq.

Maxwell R. Jones, Esq.

**IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA**

ALLISON-SMITH COMPANY, LLC)	
)	
Plaintiff,)	
)	CAFN:
v.)	
)	
MARTIN TECHNICAL, INC.)	
)	
Defendant.)	

**PLAINTIFF ALLISON-SMITH COMPANY LLC’S FIRST REQUESTS FOR
PRODUCTION OF DOCUMENTS TO DEFENDANT MARTIN TECHNICAL, INC.**

NOW COMES Plaintiff Allison-Smith Company, LLC (“Plaintiff” or “Allison-Smith”) and propounds the following Requests for Production to the Defendant Martin Technical, Inc. (“Martin Technical” or “Defendant”) in accordance with the Georgia Civil Practice Act.

DEFINITIONS

1. The terms “you,” “your,” “Martin Technical” and “Defendant,” shall mean Martin Technical, Inc. and its present and former officers, directors, agents, employees, and representatives.
2. The term “Allison-Smith” shall mean Allison-Smith Company, LLC, and its present and former officers, directors, agents, employees, and representatives.
3. The term “the Projects” shall mean all of the projects Allison-Smith worked on as referenced in the Complaint.
4. The term “Project Invoices” shall mean all the invoices Allison-Smith submitted for payment to Martin Technical, as referenced in the Complaint.
5. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Complaint.

6. The terms “business entity” or “entity” shall mean firms, corporations, partnerships, joint ventures, unincorporated associations, companies, businesses, partnerships, proprietorships, or fictitious or trade names.

7. The term “date” shall mean the precise month, day, and year, if known, or as precise a statement of the month, day, and year as is permitted by your knowledge and the documents and information available to you.

8. The term “any” shall be deemed to include and encompass the words “each” and “all.” The use of the word “or” shall mean “and” as well as “or.” “Person” or “Persons” mean and include any individual, firm, entity, partnership, corporation, joint venture, unincorporated association, banking association, governmental agency or department, trust or sole proprietorship, and any and all partners, officers and/or directors thereof.

9. “Document” means all writings, including unidentical copies, drafts or versions, of any kind, including but not limited to, correspondence, memoranda, notes, letters, telegrams, facsimile transmissions, minutes, reports, evaluations, valuations, calculations, compilations, contracts, licenses, registrations, sales brochures and other promotional and/or marketing materials, advertisements, offer sheets, instructions, specification sheets, software programs, prospectuses, interoffice and intraoffice communications, offers, notations, work sheets, photographs, charts, graphs, microfiche, microfilm, video tape, recordings, motion pictures, computer files, electronic mail and computer data and presentation materials including all slides and transparencies, and all electronic, electric, magnetic and mechanical records or representations of any of the above.

10. “Communications” means any verbal, written, electronic or other transmittal of words, thoughts, ideas or images, between or among Persons or groups of Persons, whether in

Person, in writing, by telephone, by electronic mail, by voice mail, or any other means, including, by way of example, discussions, conversations, meetings, conferences, contacts, telephone conversations, inquiries, interviews, negotiations, advertisements, agreements, press releases, understandings, cards, letters, correspondence, electronic mail, telegrams, telexes, cables or other forms of written or verbal intercourse, however transmitted, and all Documents relating to such communications.

11. The terms “regarding,” “refer to,” “relate to,” “related to,” “relating to,” “referring to” means having any relationship or connection to, alluding to, responding to, pertaining to, concerning, connected with, commenting on, in respect of, about, regarding, discussing, evidencing, showing, describing, memorializing, comprising, reflecting, analyzing, containing, constituting or otherwise establishing any reasonable, logical or causal connection.

INSTRUCTIONS

1. These Discovery Requests are continuing and cover all information and Documents currently in the Defendant’s possession, custody or control, and any Document held by another Person where the Defendant have the ability to make any claim to the possession, custody or control of the Documents.

2. Responsive Documents shall be produced as they have been kept in the usual course of business or shall be organized and labeled to correspond with specific Discovery Requests.

3. In accordance with the Georgia Civil Practice Act, with respect to the production of any information or Documents which are claimed to be privileged, identify in writing as to the information or Document:

- a. The name of the sender, if any, of the Document;
- b. The name of the author of the Document;
- c. The name of the Person, if any, to whom copies were sent;

- d. The date of the Document;
- e. The date on which the Document was received by those having possession of the Document;
- f. A brief description of the nature and the subject matter of the Document; and
- g. The basis of the privilege, and the statute, rule or decision which is claimed to give rise to the privilege.

4. If you object to any Discovery Request for production of Documents, you must state the reasons for your objection with specificity and respond to the Discovery Request to the extent it is not objectionable.

5. Defendant must supplement its document productions in accordance with the Georgia Civil Practice Act up until the date of trial.

RELEVANT TIME PERIOD

These Requests for Production encompass the relevant timeframe starting when Plaintiff first performed or provided any labor, services, or materials to Defendant through the present, and further including through the date of the trial on this matter.

RESERVATION OF RIGHTS

Allison-Smith reserves all rights to conduct additional discovery and to serve Defendant with subsequent Discovery Requests in accordance with the Georgia Civil Practice Act.

REQUESTS FOR PRODUCTION OF DOCUMENTS

- 1. All Documents referring to, regarding, or related to Allison-Smith's work for Martin Technical, as referenced in the Complaint.
- 2. All Documents referring to, regarding, or related to the Project Invoices.
- 3. A complete accounting of all funds received by Martin Technical in connection with the Project Invoices, as permitted by O.C.G.A. §§ 53-12-230, 53-12-231 and 53-12-232.

4. All documents that reflect, reference, relate to, or concern the outstanding balance sought by Allison-Smith in this Civil Action.

5. All Documents related to the alleged “spring 2022 data breach and malware attack.” (January 16, 2023 Letter, Exhibit A (the “January 16 Letter”), p. 4.)

6. All Documents and Communications related to the alleged “[a]udits and customer complaints reveal[ing] sub-standard work.” (January 16 Letter, p. 4.)

7. All Documents you contend support your allegations of a “[b]reach of contract” by Allison-Smith. (January 16 Letter, p. 5.)

8. All Documents you contend support your allegations of “[c]osts” Martin Technical incurred to “fix substandard work” by Allison-Smith. (January 16 Letter, p. 10.)

9. All Documents you contend support your allegations of “[c]osts” Martin Technical will incur to “rebuild SKM files.” (January 16 Letter, p. 10.)

10. Any and all Communications, including but not limited to text messages or direct messages, emails, letters, and memoranda, in the possession or control of you or any of your agents (excluding communications with your attorneys) which reflect, reference, relate to, or concern Allison-Smith’s work for Martin Technical, as referenced in the Complaint.

11. All Documents and Communications related to any expert witnesses Martin Technical intends to rely on in connection with this Action, including but not limited to all Documents and Communications related to such expert’s identities, resumes, publications, testimonies and expert reports.

12. If Martin Technical contends any of the work Allison-Smith performed was incomplete or defective, any and all documents they will rely on to support that contention.

13. If Martin Technical contends it is entitled to withhold any payments sought by Allison-Smith as asserted in the Complaint, any and all documents you will rely on to support that contention.

This 13th day of February, 2023.

HUDSON LAMBERT PARROTT WALKER, LLC

By: /s/ Antony L. Sanacory

Antony L. Sanacory
Georgia Bar No. 625195
Dorothea Ana Ille
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Counsel for Plaintiff Allison-Smith Company, LLC

EXHIBIT A



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January 16, 2023

Via E-mail

Antony L. Sanacory, Esq.
Hudson Lambert Parrott Walker, LLC
3575 Piedmont Road
Building 15, Suite 200
Atlanta, GA 30305
asanacory@hlpwlaw.com

Re: Allison-Smith Demand on Martin Technical for Payment of Invoices

Dear Antony:

Along with Art Gardner of Gardner Groff, we represent Martin Technical, Inc. in connection with your December 20, 2022 letter, "Demand for Payment on All Outstanding Invoices." Thank you for providing Martin Technical with an extension to respond to your December 20, 2022 letter through today's date.

In your December 20, 2022 letter, Allison-Smith Company demands payment of \$1,165,239.50 for purportedly outstanding invoices. In responding to that demand, this letter proceeds in three parts: (1) the key facts of the parties' relationship; (2) the claims and defenses of Martin Technical against Allison Smith in a proceeding over the invoices at issue; and (3) Martin Technical's damages.

I. Factual background and relationship between Allison Smith and Martin Technical

Martin Technical is a leading provider of practical safety and efficiency services that make industrial plants, facilities, and businesses better, safer, and more efficient. Martin Technical focuses on the development and implementation of workplace safety engineering, consulting, and plans for businesses around the nation with a particular emphasis on OSHA and NFPA 70E compliance. This includes electrical safety for clients, and subcontracting out certain electrical safety engineering studies, testing, in addition to some repairs, upgrades, and related maintenance. This subcontracted work, like Martin Technical's business, concentrated on workplace safety repairs and upgrades. Allison Smith is an electrical



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contracting and engineering company based out of Atlanta that, until recently, Martin Technical used as a subcontractor.

As you may know, Martin Technical bought East Coast Electrical's assets in or around 2019. For many years prior to that sale in 2019, East Coast Electrical had a long-standing relationship with Allison Smith. And after the purchase, Martin Technical continued to use Allison Smith's electrical safety engineering and testing services for new customers acquired in the sale and for Martin Technical's existing customers. As noted, Martin Technical's business focuses on electrical safety, not construction or repair, so Allison Smith was used as subcontractor for those kinds of services.

We understand that no formal written contract ever was entered into between Martin Technical and Allison Smith. Martin Technical requested that the parties execute a written contract, but Allison Smith, through its service manager Scott Smith, flatly refused to sign any such written contract. Instead, the parties' reached a common understanding based on their oral discussions, written communications, and their course of conduct over the next three and a half years. And the parties conducted significant business of approximately \$3.5 to \$4 million per year after 2018 even without a written contract pursuant to this common understanding.

This continued from 2019 until late 2022. During that period, the parties' relationship and course of conduct evidenced a common understanding on at least five essential terms:

1. Martin Technical would use Allison Smith as a subcontractor on a non-exclusive basis to serve Martin Technical's clients' electrical safety engineering, testing, and repair needs.
2. Allison Smith was expected to perform all services to the highest industry standards. This much is evidenced by, among other things, Allison Smith touting itself as the "leader in the electrical contracting and engineering industry" and providing a "customer experience that is second to none." See <https://allisonsmith.com/services/>.
3. Allison Smith issued invoices for services performed for Martin Technical's clients, and Martin Technical would pay those invoices if the work was done properly and to industry standards.



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4. To serve Martin Technical's customers, Martin Technical, Allison Smith, and the customers themselves collected data about key attributes of each customer's electrical system. This data included information such as building wiring schematics and key information about power distribution equipment and other information for the customers' buildings and facilities. Although this data was collected jointly by the parties and the customers, Allison Smith maintained this raw data on the well-known SKM software suite, which Allison Smith had a license to use (the "SKM Files"). *See also* <https://www.skm.com/index.html>.
5. Whenever the customer or Martin Technical needed and requested the SKM Files, which are maintained separately for each customer, Allison Smith provided it. The parties understood that these SKM Files were ultimately the property of and a deliverable to the end customer who had a direct contract with Martin Technical. This understanding manifested in several ways, including:
 - a. Evidence of this shared understanding includes voluminous email correspondence in which Allison Smith sent Martin Technical SKM Files upon a customer's or Martin Technical's request. (*See, e.g.,* Exhibits A through C, email correspondence from Allison Smith sending SKM Files).
 - b. In addition to this course of conduct, Allison Smith knew that Martin Technical and its customers considered the SKM Files a client deliverable belonging to the client because Allison Smith had copies of the underlying contracts between Martin Technical and its customers. (*See, e.g.,* Exhibit D, May 8, 2019 Service Contract between Martin Technical and Jones Lange LaSalle Americas, Inc. at 10 (stating that "Engineering data and files" were a "deliverable" and would be available upon request)). Moreover, some of the underlying contracts with Martin Technical's clients explicitly incorporated the terms of those contracts with any Martin Technical subcontractor (i.e., Allison Smith). (*See id.* at 5 § 10.2). Allison Smith implicitly agreed to be bound by these underlying contract terms because of its knowledge of them.



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In the fall of 2022, Martin Technical decided to stop using Allison Smith as its primary subcontractor for customer electrical, safety engineering, and testing needs due to several reasons. But for present purposes, there are two reasons that are instructive:

1. *The spring 2022 data breach and malware attack:* On or around March 2022, Allison Smith suffered a malware attack on its computer systems. This resulted in the loss of substantially all the SKM Files discussed above. Allison Smith never disclosed the data breach, and Martin Technical only learned of it several months later in or around June 2022 from third parties. Upon learning of the data breach and the destruction of SKM Files prior to March 2022, Allison Smith agreed to rebuild all the SKM Files at its own expense and told Martin Technical the same. However, the failure to inform Martin Technical of such a hack significantly eroded Martin Technical's trust in Allison Smith. Its subsequent failure to rebuild the SKM Files further eroded trust and has damaged Martin Technical and created exposure to future liability.
2. *Audits and customer complaints reveal sub-standard work:* The erosion of trust further continued when Martin Technical began discovering significant issues with the electrical safety engineering work performed by Allison Smith for Martin Technical customers. For example, Martin Technical discovered after a customer complaint that a technician by the nickname of "Howdy" failed to perform significant portions of subcontracted work for which Allison Smith had billed Martin Technical. And where Howdy did the work, he did it below the standard expected. Subsequent audits revealed that Allison Smith failed to do large portions of work on numerous projects or performed that work far below the industry standard expected by Martin Technical and its customers. This included, among other things, providing inaccurate engineering information and failing to label or mislabeling electrical panels and other equipment, all of which could have catastrophic safety consequences, including death for workers that encounter that equipment for repairs, cleaning, or inspection. These failings have damaged Martin Technical and created exposure to future liability.

On or about September 7, 2022, Jim Schuster (Martin Technical's CEO) and Gil Truesdale (Martin Technical's CRO) flew to Atlanta to meet with Todd Grossweiler (Allison Smith VP) about the business transition. In that meeting, Mr.



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Grossweiler agreed that Allison Smith would provide all SKM Files to Martin Technical for any of Martin Technical's customers and would finish any pending jobs to smooth the transition. Martin Technical also pointed out the myriad of issues it was dealing with in fixing Allison Smith's substandard work. Martin Technical further invited Allison Smith to inspect client buildings identified as having issues. In exchange, Martin Technical agreed to pay outstanding invoices for work that was satisfactorily and timely completed to industry standard.

However, after the September 7, 2022 meeting, Allison Smith did an abrupt about face. Without any prior notice or explanation, Allison Smith claimed that the SKM Files were its property, and did not belong to Martin Technical or its customers as deliverables. Allison Smith also flatly refused to inspect any of the buildings or facilities identified as having problems. After this abrupt change to the parties' understanding and course of dealing, this present dispute arose for unpaid invoices that Allison Smith claims it is due in your December 20, 2022 letter.

II. Claims and Defenses of Martin Technical

In any dispute with Allison Smith over the payment of the purportedly outstanding invoices, Martin Technical would have at a minimum the following claims and defenses.

a. Breach of contract

Although the parties never had a written contract, they had a contract based on their oral agreements and mutual understandings reached during their three-and-a-half year working relationship. Georgia courts have routinely held that oral agreements and promises are enforceable contracts, even by and among sophisticated businesses like the parties here. And the essential terms of those contracts are governed by the oral promises and course of conduct that reflect that mutual understanding. *See Hanham v. Access Mgmt. Grp. L.P.*, 305 Ga. 414, 417 (2019)("[P]arties may modify a contract through course of conduct, and such modifications are prohibited only where the law or contract specifically states otherwise.").

Here, there are at least three material terms and duties of the parties' contract based on their oral communications and course of conduct.



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i. Duty to perform electrical sub-contracting work to industry standards

The first duty that Allison Smith had as a subcontractor of Martin Technical was to perform all work in accordance with industry norms and standards for electrical engineering and safety. Allison Smith breached this duty on myriad occasions by collecting and providing inaccurate data, providing reports with unacceptable errors, mislabeling parts of the same systems, or totally failing to label the key parts of those electrical systems. This duty was created by the fact that Allison Smith markets itself as an industry leader in this field, employs and uses licensed engineers, and otherwise purports to construct, fix, test, and perform engineering studies on electrical systems in accordance with applicable federal, state, and local laws and regulations as well as industry standards such as NFPA 70E and IEE1584.

ii. Duty to rebuild SKM Files destroyed in the spring 2022 data breach.

The second key duty that Allison Smith had was to repair and replace all SKM Files after Allison Smith's data breach and data destruction. Allison Smith explicitly told Martin Technical that it would rebuild the destroyed SKM Files once Martin Technical learned the full extent of the breach in or around June 2022. And Allison Smith had begun working on some rebuilds in the subsequent months, further showing their understanding that they were to do this under the parties' contract if Allison Smith wanted to continue receiving subcontractor work.

iii. Duty to provide SKM Files that exist to date

The third key duty under the parties' contract was that Allison Smith was to provide Martin Technical all existing SKM files belonging to each Martin Technical customer for whom Allison Smith worked. This duty and mutual understanding were evidenced in at least four ways.

First, Allison Smith regularly provided SKM Files to Martin Technical when requested. (*See, e.g.*, Exhibit C, Mar. 9, 2021 Email from C. Shaw to M. Kessock with SKM File Number 791). And Martin Technical has provided these SKM Files as recently as this past September 2022. Allison Smith never said or did anything to indicate that the information belonged to it until this dispute arose.

**Via E-mail**

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Second, Allison Smith knew that the SKM Files were the property of and belonged to the underlying Martin Technical customer as a deliverable based on the underlying written contracts that were sent to Allison Smith, and the terms of which were explicitly incorporated into the agreement between Allison Smith and Martin Technical. (Exhibit D, JLL Contract).

Third, even if there were not already a course of dealing and written communications reflecting that understanding, Allison Smith VP Todd Grossweiler *explicitly told* Martin Technical CEO Jim Schuster and CRO Gil Truesdale at their September 7, 2022 meeting that the SKM files would be returned to Martin Technical for each of its customers. It was not until Allison Smith did an about face out of the blue following this meeting that it now claims for the first time over the multi-year relationship that the SKM Files belong to Allison Smith.

Fourth, the duty to provide the SKM Files is further supported by federal copyright law because that data was ultimately collected and recorded for the benefit of each customer as a work for hire. *See* 17 U.S.C. § 201(b) (“In the case of a work made for hire, the employer or other person for whom the work was prepared is considered the author for purposes of this title, and, unless the parties have expressly agreed otherwise in a written instrument signed by them, owns all of the rights comprised in the copyright.”). And the fact that Allison Smith has demanded payment for purportedly outstanding invoices does not give Allison Smith a basis to withhold the SKM Files under applicable law. *See Rano v. Sipa Press, Inc.*, 987 F.2d 580, 586 (9th Cir. 1993) (holding that alleged failure to pay certain royalties under the parties’ contract was an insufficient basis for counterparty to withhold negatives of photographs that belonged to the other).

b. Tortious interference with contract

Since the September 7, 2022 meeting, Martin Technical has heard from many of its customers that Allison Smith has told customers at various points that Martin Technical is going out of business, and making other false and disparaging comments about Martin Technical.¹ Although we do not know if these false comments were made because Allison Smith desires to compete directly with Martin Technical or simply to hurt Martin Technical’s business and customer relationships, they are

¹ By way of example, an Allison Smith employee told Anthony Crawford, who works for Martin Technical client Georgia Power, that Martin Technical was in financial trouble and going out of business in the fall of 2022. That was false.



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actionable as tortious interference with contract. *See Healthy-IT, LLC v. Agrawal*, 343 Ga. App. 660, 670 (2017).

Martin Technical also has a cause of action for defamation based on the false statements that Allison Smith made about Martin Technical. *See Chaney v. Harrison & Lynam, LLC*, 308 Ga. App. 808, 811 (2011) (explaining that cause of action for defamation of a business can exist where defendant negligently or intentionally makes false and defamatory remarks to third parties).

In addition to making false and misleading statements about Martin Technical to its customers, Allison Smith also has asserted invalid materialman's liens, discussed in more detail below, that are an independent bases to impose liability for tortious interference with contract. *See Am. Bldgs. Co. v. Pascoe Bldg. Sys., Inc.*, 260 Ga. 346, 349 (1990) (holding that "abusive" use of civil litigation tactics like baseless civil suits or liens can support a tortious interference claim).

c. Slander of title

Allison Smith also faces liability for slander of title. Allison Smith has filed materialman's liens on the real property of various Martin Technical customers, which Martin Technical only learned of in the first instance from its customers. And Allison Smith has thus far refused to provide a list actually identifying and confirming the buildings on which Allison Smith has filed liens.

O.C.G.A. § 51-9-11 provides a cause of action against a party that falsely claims a lien on real property. *See also Amador v. Thomas*, 259 Ga. App. 835, 837 (2003) ("Where a materialman's or mechanic's lien is improperly filed, the cause of action, if any, is for defamation concerning land under OCGA § 51-9-11."); *Roofing Supply of Atlanta, Inc. v. Forrest Homes, Inc.*, 279 Ga. App. 504, 507 (2006). And although Martin Technical does not own the underlying land, each of Martin Technical's customers has standing to sue Allison Smith for falsely claiming a lien against their property.

These materialman's liens Allison Smith filed were neither procedurally nor substantively proper. Procedurally, Allison Smith failed to provide Martin Technical with contemporaneous notice of their claimed liens under O.C.G.A. § 44-14-

**Via E-mail**

Antony L. Sanacory, Esq.

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361.1(a)(2).² Substantively, O.C.G.A. § 44-14-361.1(a)(1) states that a party asserting a materialman's lien must be in "substantial compliance" with that party's contract for the alleged services or goods furnished. *See also McCrary v. Barberi*, 100 Ga. App. 167, 169 (1959) ("Mere trivial defects or omissions in the work done by either the prime contractor or the subcontractor in completing the particular improvement which is the subject of the subcontract will not defeat the right to a lien. Here, however, the defect is a substantial one."). Here, Allison Smith has failed to substantially comply with its contract with Martin Technical by failing to perform services up to industry standards, rebuild the destroyed SKM Files, or to turn over the SKM Files that it has.

Finally, Allison Smith's purported liens are defective for another reason: they assert liens for services that did not actually go to physically improving the building or structure of each client. *See Hill v. VNS Corp.*, 329 Ga. App. 274, 276 (2014) ("[L]ien statutes allow a materialman to secure a lien only for the materials and work which actually went into the structure . . . and [the lienholder] ha[s] the burden of proving the lien amount, if any, to which it was entitled by producing evidence of lienable items."). Here, it does not appear that Allison Smith has made any effort to assert liens that are properly circumscribed to "lienable items." That is, items fairly traced to work or material that "actually went into [improving] the structure" of each client. And as noted above, many of Allison Smith's subcontracting services involved safety protocols, not physical improvements or direct building repair that would create a lien. Thus, the claimed liens are also deficient and abusive for this reason.

Because of all the lien issues outlined above, Allison Smith is liable for slander of title.

d. Setoff and recoupment

Finally, to the extent that Allison Smith brought any claims, Martin Technical is entitled to set-off or recoup any amounts claimed due by Allison Smith with the damages that Martin Technical has and will incur. *See Automated Print, Inc. v. Edgar*, 288 Ga. App. 326, 330 (2007) ("A set-off allows the defendant to set off a debt

² This code section requires that "In all cases in which a notice of commencement is filed with the clerk of the superior court pursuant to subsection (b) of Code Section 44-14-361.5, a lien claimant shall also send a copy of the claim of lien by registered or certified mail or statutory overnight delivery to the contractor." It is unclear precisely which liens this code section would apply to because Allison Smith has refused to provide even a list of properties on which it has asserted liens.



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owed him by the plaintiff against the claim of the plaintiff. A recoupment is a right of the defendant to have a deduction from the amount of the plaintiff's damages because the plaintiff has not complied with the cross-obligations or independent covenants arising under the contract being sued upon."). These categories of damages are discussed in more detail below.

III. Martin Technical's damages

There are four discrete categories of damages that Martin Technical has suffered from Allison Smith's actions.

a. Costs to fix substandard work

Since September 7, 2023, Martin Technical has spent tens of thousands of dollars to fix substandard work for its clients due to Allison Smith's work. Martin Technical estimates that it will cost \$369,000.00 more to fix the substandard work that it is uncovering through audits of Allison Smith's work and through direct complaints from Martin Technical's clients.

b. Costs to rebuild SKM files

Martin Technical estimates, conservatively, that the cost to rebuild the SKM Files will amount to no less than \$1,600,000. As Allison Smith knows, the data contained in the collective SKM Files represents years of data collection, input, and constant updating of the same. Accordingly, Martin Technical will be forced to expend significant time and manpower to rebuild these SKM Files. Moreover, these SKM Files do not have an independent economic value to Allison Smith. Each SKM File is unique to each Martin Technical customer's building.

c. Reputational and relationship harm with Martin Technical's clients and industry reputation

Martin Technical already has suffered substantial reputational harm with its clients and in the industry due to Allison Smith's statements to Martin Technical clients and through the filing of improper and invalid liens. Further, Martin Technical has suffered reputational harm due to the shoddy and substandard work that Allison Smith performed. Although these damages are difficult to quantify at present, they nonetheless are recoverable if this matter were litigated before a jury.



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d. Future liability

Martin Technical faces uncertain future liability with respect to any individual who is injured or killed as a result of substandard electrical safety engineering work Allison Smith did. For example, on December 20, 2022 in just one day of inspection of Allison Smith's work at the Georgia Pacific building located at 133 Peachtree St., Atlanta GA 30303, Martin Technical discovered no less than 28 discrete issues with Allison Smith's work that require correction. Pictures of those violations are enclosed for your review. (*See Exhibit E, Pictures from Georgia Pacific Building Inspection*). This was only one of the Martin Technical clients that the technician known as "Howdy" performed work for as referenced above.³ As these pictures show, Allison Smith used improper voltages for the engineering work, and mislabeled or did not label large AC units and other mechanical electrical units that could cause serious injury or death in the event an individual approached or used one of these units without the proper personal safety gear or protocol. That future exposure represents significant potential liability for Martin Technical (and for Allison Smith).

Again, however, while this exposure is difficult to quantify currently, it nevertheless is a recoverable item of damage to be set by the enlightened conscience of an impartial jury. And a jury likely also would award significant damages because Martin Technical's entire company and reputation is staked on workplace safety, which Allison Smith's shoddy work could irreparably harm in the event of a future accident.

Conclusion

Based on the foregoing and our initial review of this case, Allison Smith has significant exposure to these claims and potentially others. We look forward to working with you towards a resolution of this issue, and please do not hesitate to let us know if you have any questions or wish to discuss further.

Sincerely,

Stephen T. LaBriola
FOR THE FIRM

³ Martin Technical invited Allison Smith to accompany it during this inspection, and Allison Smith declined.



Via E-mail

Antony L. Sanacory, Esq.

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Enclosures: Exhibits A through E

CC: Jim Schuster, CEO

Douglas J. Perko, Esq.

Arthur A. Gardner, Esq.

Maxwell R. Jones, Esq.

**IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA**

ALLISON-SMITH COMPANY, LLC)	
)	
Plaintiff,)	
)	CAFN: 23100485
v.)	
)	
MARTIN TECHNICAL, INC.)	
)	
Defendant.)	

**ACKNOWLEDGMENT AND WAIVER OF SERVICE OF PROCESS FOR
DEFENDANT AND STIPULATION TO EXTEND ANSWER DATE**

COMES NOW, Defendant Martin Technical, Inc., by and through Defendants' undersigned counsel, and hereby acknowledges valid service of process of the *Plaintiff's Summons* and *Complaint*, in the above-styled action as of February 13, 2023. By this acknowledgement, Defendant affirms service of the above-referenced pleading and Plaintiff's First Interrogatories and First Request for Production of Documents (collectively, "the Discovery"). Defendant hereby waives the defenses of insufficient process and insufficient service of process. All other defenses, claims, and positions of Defendant are not waived.

The parties stipulate and agree that Defendant may answer, plead or otherwise respond to the Complaint on or before March 15, 2023, and respond to the Discovery on or before March 30, 2023.

This 13th day of February 2023.

[Signatures on next page]

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CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing
ACKNOWLEDGEMENT OF SERVICE via Statutory Electronic Service, on the following
counsel of record:

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This 13th day of February, 2023.

**HUDSON LAMBERT PARROTT WALKER,
LLC**

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